

Dated September 22, 2021

INTER-AMERICAN DEVELOPMENT BANK

and

GAVI ALLIANCE

GUARANTEE AND INDEMNITY AGREEMENT

(COMMITTED PURCHASE ARRANGEMENT)

This **GUARANTEE AND INDEMNITY AGREEMENT** dated September 22, 2021 (this “**Guarantee**”), is made between:

- (1) **INTER-AMERICAN DEVELOPMENT BANK** (the “**Guarantor**”); and
- (2) **THE GAVI ALLIANCE**, an independent non-profit foundation within the meaning of Articles 80 to 89 of the Swiss Civil Code, registered in the canton of Geneva (registry number CHE-113.029.605) with offices at the Global Health Campus, Chemin du Pommier 40, 1218 Le Grand-Saconnex, Geneva, Switzerland (“**Gavi**”).

WHEREAS:

- (A) **Belize** (the “**Participant**”) is participating in the COVID-19 Vaccines Global Access facility (the “**COVAX Facility**”) and has entered into a commitment agreement with Gavi on September 18, 2020 (the “**Commitment Agreement**”) to subscribe to the Committed Purchase Arrangement on the terms and conditions set out in the Commitment Agreement.
- (B) Under the Commitment Agreement, the Participant undertakes that it shall use all reasonable endeavours to procure a guarantee or other form of credit support for the Financial Guarantee Amount (as this term is defined in the Commitment Agreement), and any Additional Payments, that is on demand, irrevocable, unconditional and in form and substance satisfactory to Gavi acting in its sole discretion.
- (C) The Guarantor has agreed to guarantee certain payment obligations of the Participant when due under the Commitment Agreement up to the Financial Guarantee Amount, which payments the Participant will reimburse to the Guarantor pursuant to the Reimbursement Agreement (as defined below).
- (D) The Participant, acting through its Ministry of Finance, is prepared, on the terms and conditions provided in the reimbursement agreement executed by Participant in favor of the Guarantor dated May 17, 2021 (the “**Reimbursement Agreement**”), to fully reimburse any payments made by the Guarantor to Gavi pursuant to this Guarantee.
- (E) Signature of this Guarantee by Gavi and the Guarantor shall constitute satisfaction of the “Financing Condition” under the Commitment Agreement.

IT IS THEREFORE AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Guarantee:

- (a) All terms capitalised but not otherwise defined shall have the meanings given to them in the Commitment Agreement; and
- (b) The following terms shall have the following meanings:

“Authorisation” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“Business Day” means a day on which commercial banks are open for the transaction of general business (including dealings in foreign exchange) in Geneva, Switzerland, and New York, United States of America.

“COVAX Facility Account” means the account held in Gavi’s name with the following details:

Account Name	GAVI Alliance
Account Number	0240 264568.50U
IBAN USD Account	CH05 0024 0240 2645 6850 U
Reference	COVAX
SWIFT	UBSWCHZH80A
Bank Details	UBS Switzerland AG Rue des Noirettes 35 1227 Carouge

or such other account as Gavi may from time to time notify to the Guarantor in writing to no later than 10 Business Days prior to the relevant payment date.

“Early Disbursement Event” means any of the following:

- (a) The Guarantor determines that any employee, agent or representative of the Participant has, in connection with the implementation of the Commitment Agreement, engaged in fraudulent, corrupt, coerce or collusive practice;
- (b) The Guarantor determines (acting reasonably and, if applicable, following consultation with, and consideration of any information from, the Participant) that an employee, agent or representative of the Participant has breached one or more of its obligations set forth in the Reimbursement Agreement including, but not limited to, any applicable environmental safeguard; or
- (c) Withdrawal or suspension of the Participant from membership in the Guarantor has occurred, provided that this circumstance continues for more than sixty (60) days.

“Financial Guarantee Amount” means, for purposes of this Guarantee, an amount equal to \$1,235,100.

“Guaranteed Obligations” has the meaning given to such term in Clause 2.1.

“Maximum Guaranteed Amount” means, from time to time, the amount equal to the Financial Guarantee Amount minus the aggregate of (i) all guarantee payments that have been paid by the Guarantor to Gavi under this Guarantee and (ii) all payments of the

Adjusted Cost Per Dose made by the Participant for Participant Doses pursuant to the Commitment Agreement, in each case as of such date of determination.

“Tax” means all forms of taxation in the Guarantor’s country whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other matters and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto.

“USD” or **“US\$”** means the lawful currency of the United States of America.

“VAT” means:

- (i) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (ii) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (i) above or imposed elsewhere.

1.2 Construction

Unless a contrary indication appears, any reference in this Guarantee to:

- (i) **“assets”** includes present and future properties, revenues and rights of every description;
- (ii) **“this Guarantee”** or any other agreement or instrument is a reference to that document or other agreement or instrument as amended or novated;
- (iii) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (iv) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (v) a provision of law is a reference to that provision as amended or re-enacted; and
- (vi) a time of day is a reference to Geneva time.

1.3 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.4 Clauses

In this Guarantee any reference to a “Clause” or a “Schedule” is, unless the context otherwise requires, a reference to a Clause of or a Schedule to this Guarantee.

1.5 Non-limiting effect of words

The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2. GUARANTEE AND INDEMNITY

2.1 Guarantee

Subject to Clause 2.2. below, the Guarantor irrevocably and unconditionally:

- (i) guarantees to Gavi the punctual payment by the Participant of the Participant’s obligations to pay any sums due under Clauses 2.1, 2.2, 4.1 and 4.3 of the Commitment Agreement (together with the tax-related guarantees in clause 2.1(ii) below, the “**Guaranteed Obligations**”) up the Maximum Guaranteed Amount;
- (ii) guarantees to Gavi the punctual payment by the Participant to Gavi of any amount due in respect of any Tax Deduction and any VAT or sales tax that is or may become chargeable on any supply made by Gavi to the Participant under or in connection with the Commitment Agreement;
- (iii) undertakes with Gavi that, whenever the Participant does not pay any amount when due under or in connection with the Guaranteed Obligations, the Guarantor shall promptly pay that amount within ten (10) Business Days after receipt of a written notice from Gavi in the form set out in Schedule 2 (*Form of Payment Demand*) (a “**Payment Demand**”) requesting payment under this Clause 2.1 as if it was the principal obligor and not merely a surety. Such payments shall be made by the Guarantor not later than the tenth (10th) Business Day following receipt of a Payment Demand. In relation to the Participant’s payment obligations resulting from an allocation of Approved Vaccine under Clause 2.1 of the Commitment Agreement, Gavi agrees that, during or following the allocation process, the Participant may notify Gavi and the Guarantor in writing that it will not comply, or be able to comply, with its corresponding payment obligations under the Commitment Agreement and that, upon Gavi’s receipt of such written notification, the Participant shall be deemed to have not complied with its payment obligation(s) under the Commitment Agreement, whereupon Gavi shall promptly issue a Payment Demand to the Guarantor for the relevant payment(s). Notwithstanding

the foregoing, upon receipt of the Participant's written notification, the Guarantor may deem such notification to be a Payment Demand and will have the option to make the relevant payment(s) required under the Commitment Agreement to the COVAX Facility Account, or to a different account if instructed pursuant to Clause 3.1(b) below, prior to or in the absence of the Guarantor's receipt of a Payment Demand from Gavi, as if it was the principal obligor and not merely a surety, in discharge of the Participant's relevant payment obligations under the Commitment Agreement referred to above and in discharge of the Guarantor's relevant obligations under this Guarantee. Notwithstanding the foregoing, any notification by the Participant which the Guarantor deems to be a Payment Demand will not prejudice Gavi's right to issue a Payment Demand in accordance with this Guarantee in respect of any Guaranteed Obligations that are not satisfied by such deemed Payment Demand; and

- (iv) agrees with Gavi that, if, for any reason, any Guaranteed Obligation by the Guarantor is or becomes unenforceable, invalid, ineffective or illegal or otherwise becomes irrecoverable on the basis of a guarantee, the Guarantor shall, as an independent and primary obligation, indemnify Gavi immediately on demand against any cost, loss or liability it incurs as a result of the Participant not paying any amount that would, but for such unenforceability, invalidity, ineffectiveness, illegality or irrecoverability, have been payable by it under the Commitment Agreement on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 2.1 if the amount claimed had been recoverable on the basis of a guarantee and, in any case, will not exceed the Maximum Guaranteed Amount.

2.2 Risk Sharing Guarantee Amount

Notwithstanding any other provision of this Guarantee, the total liabilities of the Guarantor under this Guarantee shall not exceed an amount in aggregate greater than the Financial Guarantee Amount. Gavi remains at risk for any amount due under the Commitment Agreement that is excluded from coverage under this Guarantee.

2.3 Continuing Guarantee

The Guarantor acknowledges and agrees that this Guarantee is and at all times shall be a continuing guarantee and will remain in force until all the Guaranteed Obligations shall have been performed or satisfied in full under the Commitment Agreement, regardless of any intermediate payment or performance or discharge in whole or in part.

2.4 Waiver of defences

The Guarantor acknowledges and agrees that none of its obligations or liabilities under this Guarantee shall be affected by any act, omission, matter or thing that, but for this Clause 2.4, would reduce, release or prejudice any of its obligations under this Guarantee (without limitation and whether or not known to it or Gavi) including:

- (i) any amendment, variation, novation, supplement, substitution, renewal of any right or remedy under, extension or restatement (however fundamental and whether or not more onerous) or replacement of the Commitment Agreement or any other document;
- (ii) any act or omission by Gavi or any other person in taking up, perfecting, renewing, releasing or enforcing any indemnity or guarantee from or against the Participant or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument;
- (iii) any time, indulgence, waiver, consent or concession granted or agreed to be granted to, or composition with, the Participant or any other person under the Commitment Agreement;
- (iv) any sovereign default, insolvency, bankruptcy, incapacity, lack of power or authority (including, without limitation, any change in government), re-organisation or alteration of the government of the Participant, or any limitation or discharge by operation of law of the Participant;
- (v) any invalidity, illegality, unenforceability, irregularity of, or any defect in, any provision of the Commitment Agreement or any of the actual or purported obligations of the Participant or any other person under or in connection with the Commitment Agreement or any other guarantee;
- (vi) any claim against or enforcement of payment from the Participant or any other person;
- (vii) any purported or actual assignment of this Guarantee or the Commitment Agreement by Gavi to any person; or
- (viii) any act, event or omission that might affect any of the rights, powers or remedies conferred upon Gavi by this Guarantee or by law.

2.5 Immediate recourse

Gavi (or any trustee or agent on its behalf) shall not be obliged, before taking steps to enforce any of its rights and remedies under this Guarantee, to make any demand or seek to enforce any right or security against the Participant or any other person, to obtain judgment in any court against the Participant or any other person or to file any claim in a bankruptcy, liquidation or similar proceedings of the Participant or any other person. The Guarantor waives any right it may have of first requiring Gavi (or any trustee or agent on its behalf) to make any such demand, enforcement or claim against it or any other person. This waiver applies irrespective of any law or any provision of the Commitment Agreement to the contrary.

2.6 Deferral of Guarantor's rights

Until all amounts that may be or become payable by the Participant under or in connection with the Commitment Agreement have been irrevocably paid in full and unless Gavi otherwise directs in writing, the Guarantor shall not exercise any rights that it may have, against the Participant, by reason of performance of its obligations under the Commitment Agreement or by reason of any amount being payable or liability arising under this Guarantee; *provided* that the Participant shall be free to make, and the Guarantor shall be free to receive, all payments when due to the Guarantor from the Participant under the Reimbursement Agreement.

3. PAYMENT

3.1 Payments to Gavi

- (a) Unless the Guarantor is otherwise instructed by Gavi in accordance with Clause 3.1(b) below, any payments due from the Guarantor to Gavi under this Guarantee shall be made to the COVAX Facility Account no later than ten (10) Business Days following receipt of a Payment Demand (including a deemed Payment Demand in accordance with Clause 2.1(iii)).
- (b) Gavi may instruct the Guarantor in writing to make any payment(s) under this Guarantee to the account of a procurement agent and/or the Specified Manufacturer, as applicable, or otherwise cause any such payments that are due to a procurement agent or the Specified Manufacturer to be forwarded from the COVAX Facility Account to the appropriate recipient. For purposes of this Guarantee and Section 2.1(ii) of the Commitment Agreement, such instructions will be deemed given if the Guarantor gives written notice to Gavi stating that payment(s) will be made in the relevant account of the procurement agent and/or the Specified Manufacturer, as applicable, and Gavi does not object within five (5) Business Days from the date of receipt of such notice. In any case, all payments made by the Guarantor to Gavi (or to the procurement agent and/or Specified Manufacturer, as applicable) in accordance with this Guarantee shall be made in discharge of the Participant's relevant obligations under the Commitment Agreement and in discharge of the Guarantor's relevant obligations under this Guarantee.
- (c) All payments made pursuant to this Guarantee shall be in USD.

3.2 Business Days

Any payment that is due to be made on a day that is not a Business Day shall be made on the next Business Day.

3.3 No set-off by Guarantor

All payments to be made by the Guarantor under this Guarantee shall be calculated and be made without (and free and clear of any deduction for) withholding, set-off or counterclaim.

4. ASSIGNMENT

4.1 Assignment by Gavi

Gavi may, subject to Clause 7(a) hereof, transfer to any agency that Gavi deems appropriate (acting in its sole discretion) (the “**Gavi Transferee**”) by way of absolute assignment or transfer in or substantially in the form set out in Part A, Schedule 1 (*Form of Assignment Agreement*), all of its rights, title, benefit, interest and/or obligations hereunder, including with respect to the obligations of the Guarantor hereunder. Gavi shall give notice, in or substantially in the form set out in Part B of Schedule 1 (*Form of Notice of Assignment*) to the Guarantor of such assignment or transfer. The Guarantor shall acknowledge in writing, addressed to Gavi and the Gavi Transferee, its receipt of notice of any such transfer or assignment. Upon such transfer or assignment to the Gavi Transferee, all references to Gavi in this Guarantee shall be deemed to mean the Gavi Transferee, and the rights, title, benefit, interest and/or obligations hereunder (including with respect to the obligations of the Guarantor hereunder) transferred or assigned to the Gavi Transferee shall not be capable of being further transferred, assigned or otherwise disposed of in any manner whatsoever (whether absolutely or by way of security) without the prior written consent of the Guarantor; *provided* that any such Gavi Transferee is not:

- (i) a party sanctioned pursuant to a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; or
- (ii) a firm, individual, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s) declared ineligible by the Guarantor, in accordance with its sanctions procedure, or declared ineligible by another international financial institution and subject to agreements that the Guarantor may have for the mutual enforcement of sanctions and listed in the website <https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals>.

4.2 No Assignment

This Guarantee shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, except that the Guarantor may not assign or otherwise transfer all or any part of its rights or obligations under this Guarantee or enter into any transaction that would result in any of those rights or obligations passing to another person.

5. TAX GROSS UP AND INDEMNITIES

5.1 Definitions

- (a) In this Guarantee:

“**Tax Credit**” means a credit against, relief or remission for, or repayment of any Tax.

“**Tax Deduction**” means a deduction or withholding for or on account of Tax from a payment under this Guarantee.

“**Tax Payment**” means either the increase in a payment made by the Guarantor to Gavi under Clause 5.2 or a payment under Clause 5.3.

- (b) Unless a contrary indication appears, in this Clause 5 a reference to "determines" or "determined" means a reasonable determination of the party making the determination, supported by evidence provided to the other party.

5.2 Tax gross-up

- (a) The Guarantor shall make all payments to be made by it (or on its behalf) without any Tax Deduction.
- (b) The Guarantor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify Gavi accordingly. Similarly, Gavi shall notify the Guarantor on becoming so aware in respect of a payment payable to it.
- (c) If a Tax Deduction is required by law to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount that (after making any Tax Deduction) leaves an amount equal to the payment that would have been due if no Tax Deduction had been required.
- (d) If the Guarantor is required to make a Tax Deduction, the Guarantor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Guarantor shall deliver to Gavi a statement under Section 975 of the UK Income Tax Act 2007 or other evidence satisfactory to Gavi, acting reasonably, that the Tax Deduction has been made or (as applicable) as soon as is practically possible, evidence that the required payment has been paid to the relevant taxing authority.

5.3 Tax indemnity

- (a) The Guarantor shall (within 40 days of demand by Gavi) pay to Gavi (or procure the payment to Gavi of) an amount equal to the loss, liability or cost that Gavi determines (supported by evidence that Gavi shall provide to the Guarantor) will be or has been

(directly or indirectly) suffered for or on account of Tax by Gavi in respect of this Guarantee. The indemnity given by the Guarantor under this Clause 5.3(a) shall extend to any VAT or sales tax that is or may become chargeable on any supply made by Gavi to the Guarantor in connection with this Guarantee.

(b) Paragraph 5.3(a) above shall not apply:

(i) with respect to any Tax assessed on Gavi:

(A) under the law of the jurisdiction in which Gavi is incorporated or, if different, the jurisdiction (or jurisdictions) in which Gavi is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which Gavi's head office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by Gavi; or

(ii) to the extent a loss, liability or cost is compensated for by an increased payment under Clause 5.2.

5.4 Tax Credit

If the Guarantor makes a Tax Payment and Gavi determines that:

(i) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part, or to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(ii) Gavi has obtained, utilised and retained that Tax Credit, then Gavi shall pay an amount to the Guarantor that Gavi determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Guarantor.

5.5 Mitigation by Gavi

Gavi shall, in consultation with the Guarantor, take all reasonable steps (including completing relevant forms and claiming relevant reliefs and tax credits) to mitigate any circumstances that arise and that would result in any amount becoming payable under or pursuant to Clause 5.2 or Clause 5.3. This Clause does not limit the obligations of the Guarantor under this Guarantee, and Gavi shall not be obliged to take any action that it considers (acting reasonably) is prejudicial to it. The Guarantor shall indemnify Gavi against any reasonable cost or expense incurred by Gavi in taking any such action.

6. UNDERTAKINGS OF THE GUARANTOR

- (a) The undertakings in this Clause 6 shall remain in force from the date of this Guarantee for so long as any obligation hereunder remains outstanding.
- (b) The Guarantor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation to enable it to perform its obligations under this Guarantee.
- (c) The Guarantor represents and warrants to Gavi that:
 - (i) it has full power and authority to enter into, perform and deliver this Guarantee and the transactions contemplated herein;
 - (ii) this Guarantee has been duly authorised, executed and delivered by it and constitutes valid and legally binding obligations of it and enforceable against it in accordance with its terms;
 - (iii) all actions required to be taken (including the obtaining of any Authorisation) for the entry by it into this Guarantee, the carrying out of the other transactions contemplated herein, or the compliance by it with the terms hereof, as the case may be, have been taken and any Authorisations are in full force and effect;
 - (iv) its execution and performance of this Guarantee, the consummation of the transactions herein contemplated and compliance with the terms hereof do not: (a) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, trust deed, mortgage or other agreement or instrument to which it is a party or by which it or any of its properties is bound; (b) conflict with or breach any provision of its constitutional documents; or (c) infringe any existing applicable law, rule, regulation judgment, order or decree applicable to it or any international treaty convention or agreement to which it is a part or by which it is bound, except where such conflicts or infringement would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Guarantor's condition, financial or otherwise;
 - (v) no action, suit, proceeding, litigation or dispute against the Guarantor is presently taking place or pending or, to its knowledge, threatened nor is there subsisting any judgement or award given against the Guarantor before any court, arbitral tribunal or other body that, in either case, might have a material adverse effect on the ability of the Guarantor to perform any of its obligations under this Guarantee; and
 - (vi) pursuant to the agreement establishing the Inter-American Development Bank, the member countries of the Guarantor have agreed that (i) the Guarantor shall be immune from any obligation relating to the payment, withholding or collection of any tax, or duty and (ii) no tax of any kind shall

be levied on any obligation or security guaranteed by the Guarantor, including any dividend or interest thereon, by whomsoever held: (A) that discriminates against such obligation or security solely because it is guaranteed by the Guarantor; or (B) if the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Guarantor.

- (d) The Guarantor shall promptly notify Gavi in writing immediately on becoming aware of any breach of the representations and warranties given in Clause 6(c).

7. TERMINATION EVENTS

- (a) This Guarantee shall terminate, if any of the following events (each, a “**Termination Event**”) occurs without the Guarantor’s prior written consent (which consent shall not be unreasonably withheld and shall be deemed to have been given by the Guarantor if the Guarantor does not respond within ten (10) Business Days of its consent having being sought in writing), and the Guarantor sends a written notice to Gavi and the Participant confirming that it is terminating this Guarantee due to the occurrence of such event:
 - (i) Gavi makes any amendment, modification or waiver of any provision of the Commitment Agreement that has a material adverse effect on the rights or the obligations of the Guarantor under this Guarantee;
 - (ii) an Early Disbursement Event occurs, and the Guarantor has deposited the Maximum Guaranteed Amount into an escrow account nominated by, and for the benefit of, Gavi (provided that any account bank nominated by Gavi shall be acceptable to the Guarantor in accordance with its AML/CFT Framework) as provided in Clause 7(b) below; or
 - (iii) any assignment by Gavi of any of its rights or obligations under the Commitment Agreement or this Guarantee that affects the rights or obligations of the Guarantor under this Guarantee, *provided* that no consent of the Guarantor shall be required (and no Termination Event shall occur) as a result of an assignment to a Gavi Transferee pursuant to Clause 4.1 hereof.
- (b) If, in the determination of the Guarantor, an Early Disbursement Event occurs, the Guarantor shall notify Gavi and the Participant and shall then be entitled to deposit an amount equal to the Maximum Guaranteed Amount into an escrow account for payment to Gavi in the same amounts and subject to the same terms and conditions as are provided in this Guarantee. Upon deposit by the Guarantor of such funds in such escrow account, this Guarantee shall terminate (except as provided in the follow sentence). After the date on which all amounts have been paid by the Participant under the Commitment Agreement, such that there are no outstanding Guaranteed Obligations, Gavi will so notify the Guarantor and the escrow agent, whereupon the escrow agent will, within three (3) Business Days, return to the Guarantor any amounts remaining on deposit in the escrow account.

- (c) The termination of this Guarantee pursuant to this Clause 7 shall be effective as of the date set forth in an officer's certificate delivered by the Guarantor to Gavi notifying it that a Termination Event has occurred and that this Guarantee and the Guarantor's obligations hereunder are terminated (which date shall not precede the occurrence of such Termination Event); from and after such date, all obligations of the Guarantor hereunder shall terminate and be of no further force or effect.
- (d) Notwithstanding the foregoing, this Guarantee and all obligations of the Guarantor hereunder shall automatically terminate upon the earliest to occur of: (i) the date on which Gavi gives written notice that the Participant has paid all amounts due under Clause 2.1(ii) of this Guarantee and Clauses 2.1, 2.2, 4.1 and 4.3 (as applicable) of the Commitment Agreement, such that no outstanding Guaranteed Obligations remain (or could become) payable thereunder; (ii) the date on which the Maximum Guaranteed Amount equals zero; (iii) the date on which the Commitment Agreement is terminated pursuant to Clause 11(b) thereunder; and (iv) the date that is fifteen (15) years from the date of execution of this Guarantee.
- (e) Termination of this Guarantee shall not in any respect whatsoever affect any of the rights of the Guarantor, the Participant or any other party under the Reimbursement Agreement, which shall remain in full force and effect.

8. SCOPE OF GUARANTOR'S IMMUNITY

- (a) Without prejudice to Clause 12, Gavi acknowledges that, in accordance with the agreement establishing The Inter-American Development Bank, actions may be brought against the Guarantor only in a court of competent jurisdiction in the territories of a member country of the Guarantor in which the Guarantor has an office, has appointed an agent for accepting service or notice of process, or has issued or guaranteed securities.
- (b) Gavi further acknowledges that:
 - (i) no actions shall be brought against the Guarantor by member countries of the Guarantor or persons acting for or deriving claims from such member countries;
 - (ii) the property and assets of the Guarantor, wherever located and by whomsoever held, shall be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Guarantor; and
 - (iii) the archives of the Guarantor shall be inviolable.

9. COMMUNICATIONS

9.1 Methods of Communication

- (a) Any communication under this Guarantee (a "Notice") shall be in writing, in English and shall either (a) be delivered in person or by courier or (b) sent by e-mail, in each case addressed to the relevant party for the attention of the appropriate person identified below.

- (b) A Notice to Gavi shall be sent to such party at the following address or to such other person and address as Gavi may notify by Notice to the Guarantor from time to time:

The Gavi Alliance
Chemin du Pommier 40 1218 Le Grand-Saconnex Switzerland

Email: Covax@Gavi.org

Attention: Dr Seth Berkley, Office of the COVAX Facility

- (c) A Notice to the Guarantor shall be sent to such party at the following address or to such other person and address as the Guarantor may notify by Notice to Gavi from time to time:

Inter-American Development Bank
1300 New York Avenue, N.W.
Washington, D.C. 20577
United States of America

Emails: FIN-FIN@IADB.ORG (addressed to IDB'S CFO & Finance Manager)
FIN-TCS@iadb.org (addressed to IDB's Treasury Client Solutions Group)
IDBBelize@iadb.org (addressed to Country Representative – IDB's Country Office Belize)

9.2 Deemed Receipt

The date on which any communication under this Guarantee shall be deemed effective is as follows:

- (i) if delivered in person or by courier, on the date it is delivered;
- (ii) if sent by e-mail, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication,

provided that any communication that is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-Business Day in the place of receipt shall be deemed to take effect at the opening of business on the next following Business Day in such place. Any communication delivered to any party under this Guarantee that is to be sent by email will be written legal evidence.

10. MISCELLANEOUS

10.1 Nature of Guarantee

Gavi acknowledges that this Guarantee is not, is not intended to be, and shall not be construed as, financial guaranty insurance.

10.2 Counterparts

This Guarantee may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Guarantee.

10.3 Partial invalidity

If, at any time, any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

10.4 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of Gavi, any right or remedy under this Guarantee shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any rights or remedies provided by law.

10.5 Amendments and waivers

No term of this Guarantee may be amended or waived without the prior written consent of Gavi and the Guarantor.

11. GOVERNING LAW

This Guarantee and any non-contractual obligations arising out of or in connection with it are governed by English law.

12. DISPUTE RESOLUTION

Any dispute, controversy, or claim (“**Dispute**”) between the Parties arising out of or in connection with this Guarantee shall be submitted to arbitration at the request of either Party. The arbitration shall be conducted in accordance with the then-current rules of the United Nations Commission of International Trade Law (UNCITRAL). Gavi and the Guarantor 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 (which is the seat of the arbitration) and shall be conducted in English. The Parties agree to be bound by any arbitration award, as the final adjudication of any Dispute.

SCHEDULE 1 --

PART A:

Form of Assignment Agreement

Deed of Assignment

This Deed of Assignment (the “**Deed**”) is made on [*insert date*] **between:**

- (1) **THE GAVI ALLIANCE**, a non-profit foundation registered in the canton of Geneva (registry number CH-660-1699006-1) with office at Chemin du Pommier 40, Chemin des Mines, 1218 Le Grand-Saconnex, Switzerland (“**Gavi**”); and
- (2) [*insert name of assignee*], a company incorporated under the laws of [•] with registered number [•] and registered office at [•] (the “**Gavi Transferee**”).

Whereas:

- (A) Gavi and the Inter-American Development Bank (the “**Guarantor**”) are parties to a Guarantee and Indemnity Agreement dated August __, 2021 (the “**Guarantee**”). By entering into the Guarantee, the Guarantor agreed to guarantee and indemnify certain obligations of the Participant arising from their participation in the COVAX Facility in accordance with the terms of a commitment agreement entered into between the Participant and Gavi dated September 18, 2020 (the “**Commitment Agreement**”).
- (B) Pursuant to Clause 4.1 of the Guarantee (and subject to Clause 7(a) thereof), Gavi is permitted to assign or transfer all its rights, title, benefit and/or obligations under the Guarantee, including with respect to the payment obligations of the Guarantor thereunder.
- (C) Gavi wishes to assign to the Gavi Transferee the benefit of the Guarantor and to be released from its liabilities in relation to the Guarantee. The parties have agreed to the assignment of the benefit of the Guarantee and the assumption by the Gavi Transferee of the obligations and liabilities of Gavi in relation to the Guarantee on the terms and conditions set out below.

It is agreed as follows:

1. INTERPRETATION

1.1 Unless otherwise defined in this Deed, words and expressions defined in the Guarantee shall have the same meaning wherever used in this Deed.

1.2 In this Deed any reference to:

1.2.1 any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;

1.2.2 the singular includes a reference to the plural and vice versa; and

1.2.3 any paragraph of the introduction, clause, sub-clause or schedule is to a paragraph of the introduction, clause, sub-clause or schedule (as the case may be) of or to this Deed.

1.3 Each reference in this Deed to this Deed or any other agreement, document or deed shall be construed as a reference to this Deed or such other agreement, document or deed as each of the same may be amended, varied, novated or supplemented from time to time.

2. ASSIGNMENT

2.1 Gavi hereby assigns to the Gavi Transferee absolutely all Gavi's benefits, interests, rights, title, and claims in and to the Guarantee and the Gavi Transferee hereby agrees to accept such assignment from Gavi.

2.2 The Gavi Transferee covenants to perform all duties and discharge all the obligations of Gavi under the Guarantee, whether arising before, on or after the date of this Deed and shall indemnify Gavi, within 30 days of demand, against any costs, expenses or liabilities reasonably incurred by Gavi in relation to any such obligation.

2.3 The Gavi Transferee will be bound by all the terms and conditions of the Guarantee in every way as if references to Gavi in the Guarantee had been references to the Gavi Transferee from the commencement of the Guarantee.

2.4 Gavi undertakes that it will execute and deliver to the Guarantor a notice of the assignment effected by this Deed in the form set out in Part B of schedule 3 to the Guarantee.

3. CONTINUING EFFECT

For the avoidance of doubt, the Guarantee shall continue in full force and effect and its terms and conditions shall have changed only to the extent set out in this Deed, as applicable.

4. FURTHER ASSURANCES

Each of the parties to this Deed agrees to perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents as may be required by law or as any party may reasonably require to effect the assignment referred to in Clause [2] and to give any party the full benefit of this Deed.

5. INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of

such provision under the law of any other jurisdiction will in any way be affected or impaired.

6. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

8. DISPUTE RESOLUTION

Any dispute, controversy or claim (“**Dispute**”) between Gavi and the Gavi Transferee arising out of or in connection with this Deed shall be submitted to arbitration at the request of either party. The arbitration shall be conducted in accordance with the then-current rules of the United Nations Commission of International Trade Law (UNCITRAL). Gavi and the Gavi Transferee 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 (which is the seat of the arbitration) and shall be conducted in English. The parties agree to be bound by any arbitration award, as the final adjudication of any Dispute.

In witness whereof this Deed has been delivered on the date first stated above.

EXECUTED and DELIVERED as a DEED by **THE GAVI ALLIANCE**, acting by its duly authorised attorney.

Name:

Title:

in the presence of:

Witness' Signature:

Name:

Occupation:

Address:

EXECUTED and DELIVERED as a DEED by **[insert Gavi Transferee name]**, acting by its duly authorised attorney

Name:

Title:

in the presence of:

Witness' Signature:

Name:

Occupation:

Address:

SCHEDULE 1 –

PART B:

Form of Notice of Assignment

Notice of Assignment

Inter-American Development Bank

[Address of Guarantor]

Dear Madam/Sir:

Notice of Assignment

We refer to the Guarantee and Indemnity Agreement dated August __, 2021, between Gavi and the Inter-American Development Bank (the “Guarantee”).

Pursuant to Clause [4.1] of the Guarantee, we hereby give notice that we have assigned all of our rights, title, interest and benefit, present and future in and under the Guarantee (including with respect to the payment obligations of the Guarantor) to [insert name of Gavi Transferee] (the “**Gavi Transferee**”). The Gavi Transferee shall also perform Gavi’s obligations under the Guarantee.

Pursuant to Clause [4.1] of the Guarantee, you are hereby requested to acknowledge receipt of this notice of assignment by signing and returning a duplicate copy of this notice.

Upon acknowledgement, you are authorised and instructed to deal with the Gavi Transferee in relation to the Guarantee, and to make all payments under the Guarantee to or at the direction of the Gavi Transferee or any of its agents, without further reference to us.

All notices to the Assignee should be sent to [*insert details of Gavi Transferee*] in accordance with Clause [9] of the Guarantee.

This notice is irrevocable.

Yours faithfully

.....

For and on behalf of

THE GAVI ALLIANCE

Acknowledged by the Inter-American Development Bank, as Guarantor:

.....

Name:

Title:

SCHEDULE 2:
Form of Payment Demand

To: Inter-American Development Bank
1300 New York Avenue, N.W.
Washington, D.C. 20577
United States of America

[*date*]

RE: Payment Demand under Guarantee

We refer to the Guarantee and Indemnity Agreement dated August __, 2021, between Gavi and the Inter-American Development Bank (the “**Guarantee**”). In this demand words shall have the same meaning as in the Guarantee and the Commitment Agreement.

Gavi hereby demands that you promptly pay to it the amount of USD [*insert amount*] in accordance with the Guarantee.

Payments shall be made to the [account of Gavi at the COVAX Facility Account] [[procurement agent’s account] [Specified Manufacturer’s account], which is set out below:]

Yours faithfully

.....

Name:

Title:

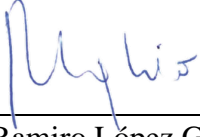
For and on behalf of

THE GAVI ALLIANCE

In witness whereof this Deed has been delivered on the date first stated above.

EXECUTED and DELIVERED as a DEED by:

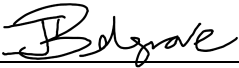
INTER-AMERICAN DEVELOPMENT BANK, as Guarantor



Ramiro López Ghio
Bank's Representative in Belize

in the presence of:

Witness' Signature:



Name: Julian Belgrave

Occupation: Chief of Operations, Inter-American Development Bank in Belize

Address: 939 Bella Vista, Belize City, Belize

EXECUTED

by **THE GAVI ALLIANCE**
acting by its duly authorised attorney



Name: Aurelia NGUYEN

Title: Managing Director, Office of the COVAX Facility

in the presence of:

Witness' Signature:



Name: Melissa Malhame

Occupation: Consultant
MMGlobal Health LLC

Address: 1041 Talbot Ave
Albany, CA 94706
USA