Illustrative Timeline of Next Steps for Facility Participants

For the avoidance of doubt, nothing in this timeline shall be read as amending the Terms and Conditions and Commitment Agreements. Please note that this timeline is illustrative and not exhaustive of all steps required.

Timeline

1. By 18 September Participants sign legally binding commitments
2. The following steps start, and are taken in parallel:
    - Based upon Participants' commitments, Gavi calculates the total number of doses requested
    - Gavi invites all Participants to express preferences on vaccines. This expression of preference is expected to occur on a rolling basis as the COVAX portfolio expands.
    - Gavi advances negotiations with manufacturers, informed by total doses requested and choice of arrangement from the Participants' signing of legally binding commitments
    - Gavi shares with Participants the key terms used as the basis of negotiations with all manufacturers, which incorporates various terms such as on liability, noting that actual agreed terms with each manufacturer may vary.
3. By 9 October Participants transfer funds and provide guarantees to Gavi.
4. For Optional Purchase Participants, for each specific manufacturer Gavi will offer the Participant a Purchase Opportunity. This serves as the first decision window for the Participant, prior to deal signature. Participants inform Gavi as to whether they choose to be considered as part of the deal (and will thus be offered a purchase option in the future) or whether not to be included in the deal (and not subsequently offered a purchase option).

    Subject to manufacturers' consent and in accordance with confidentiality agreements signed between Gavi and manufacturers, Gavi will seek to share with Participants at the stage of the Purchase Opportunity (first decision window):

    - the estimated range of procurement price
    - the estimated range of volumes
    - the estimated delivery date
    - the expected specifications of the relevant vaccine,
    - requirements (if any) in relation to indemnity for or exclusion of product liability claims.
    - the expected time of exercise of the purchase option (i.e. second decision window).

5. Gavi completes the deal with the manufacturer and makes upfront payments to the manufacturer (noting that some of the deals will not lead to approved vaccines) and agrees key terms (e.g., price, volume, estimated date of delivery, indemnity)

6. As a vaccine candidate progresses in clinical development towards potential approval, Gavi offers doses for that vaccine candidate in accordance with the Allocation Framework, based on the requested doses of each Participant. For Optional Purchase Participants, this is in the form of a purchase option (i.e., second decision window), which the Participant can choose to exercise or waive. Subject to manufacturers' consent and in accordance with confidentiality agreements signed between Gavi and manufacturers, Gavi will share the specific agreement for that manufacturer that will include agreed key terms and available information on the characteristics of the vaccine to inform the Participant's choice of whether to exercise its purchase option.

7. Optional Purchase Participants inform Gavi of whether they choose to exercise or waive their purchase option under the second decision window.

8. Participants which have exercised their options may trade their vaccine allocations on the proposed COVAX Exchange for a certain period (details and operationalization to be co-created with Participants).

9. Participants, or their procurement agencies, enter agreements with manufacturers for purchase of the approved vaccine (to accelerate this process, the agreements may also be made earlier in the process). The intent is for the agreement between Gavi and the manufacturer to serve as the basis for each Participant's (or their procurement agency's) agreement with the manufacturer. Some of the key terms in Gavi's agreement with the manufacturer, such as price and volume, are not negotiable; however, others, such as those regarding indemnity, are intended to reflect language that has been agreed with the manufacturer that the country can accept, thus facilitating the negotiation for all parties. UNICEF, as the Facility Procurement Coordinator, will coordinate the process for Participants and manufacturers to finalise bilateral agreements for purchase of vaccine.

10. Vaccines are approved by Stringent Regulatory Authorities, and / or pre-qualified by WHO. In addition, the Participant's regulatory authority will be required to provide appropriate approvals to facilitate supply and use of the vaccine.

11. Participants pay the Actual Procurement Price for the Approved Vaccine to the manufacturer. The payment by Optional Purchase Participants is reduced by the upfront payment made on that Participants' behalf (i.e., a quantity of doses will be received as "pre-paid").

12. Gavi continues to enter into agreements with manufacturers and to repeat steps 4-11 (primarily in parallel) until each Participant reaches its requested dose amount.