

## THE INTERNATIONAL FINANCE FACILITY FOR IMMUNISATION

### Introduction

IFFIm is a multilateral development institution, established as a charity registered with the Charity Commission for England and Wales (the “UK Charity Commission”). IFFIm’s primary purpose is to provide funding for the immunisation programmes and/or programmes of vaccine procurement of the GAVI Alliance (the “GAVI Alliance”) in some of the poorest countries in the world by making grants to The GAVI Fund Affiliate (“The GAVI Fund Affiliate”), a charity registered with the UK Charity Commission.

The governments of nine nations — the Republic of France, the Republic of Italy, the Kingdom of Norway, the Republic of South Africa, the Kingdom of Spain, the Kingdom of Sweden, the United Kingdom, the State of the Netherlands and the Commonwealth of Australia — have committed to provide scheduled Grant Payments to The GAVI Fund Affiliate over up to 20 years. The GAVI Fund Affiliate has assigned the right to receive these Grant Payments to IFFIm in consideration for IFFIm’s agreement to assess for approval programmes of immunisation and/or vaccine procurement presented to IFFIm by The GAVI Fund Affiliate, and to use its reasonable endeavours to raise funds for such programmes if approved. IFFIm will use the proceeds of the assigned grant payments for the purpose of, *inter alia*, repaying principal and paying interest on the Notes issued by IFFIm under the Programme.

Working with its target eligible countries, the GAVI Alliance will continue to identify and approve programmes of immunisation, related health system strengthening and/or vaccine procurement, some of which may be appropriate for funding by The GAVI Fund Affiliate. The GAVI Fund Affiliate will present such programmes to IFFIm, which, after consideration of such programmes’ eligibility for IFFIm funding, including consideration of whether IFFIm has sufficient financial resources and consideration of the funding and liquidity policies of IFFIm, may issue Notes from time to time under the Programme and disburse the proceeds to The GAVI Fund Affiliate. IFFIm is also permitted by the Finance Framework Agreement, defined and described in greater detail below, and the other agreements to which IFFIm is a party, to raise funds pursuant to the issue of other debt instruments under other debt issuance programmes established or to be established by IFFIm (“Other Debt Instruments”) and/or pursuant to loan facilities made available under agreements concluded between it and Lenders from time to time. The Finance Framework Agreement contains certain restrictions on the borrowing of loans or the issue of Other Debt Instruments by IFFIm, including that the terms of any such loan or Other Debt Instruments should be confirmed by IFFIm’s Treasury Manager as being in compliance with IFFIm’s funding strategy.

The GAVI Fund Affiliate subsequently disburses the funds received by it from IFFIm in accordance with the terms of the Finance Framework Agreement, either directly or via an account administered by the GAVI Alliance, to support GAVI Alliance immunisation, related health system strengthening or vaccine procurement programmes which The GAVI Fund Affiliate has previously approved.

IFFIm is managed by a board of directors. IFFIm has outsourced its principal activities to two organisations: all administrative support functions are provided by the GAVI Alliance; and all treasury functions are provided by the International Bank for Reconstruction and Development, otherwise known as the World Bank, in its capacity as IFFIm’s Treasury Manager.

### Background to the International Finance Facility for Immunisation

The Grantors (as described below) are committed to the achievement of the United Nations Millennium Development Goals (“MDGs”) agreed at the UN General Assembly in 2000. At the International Conference on Financing for Development in Monterrey in 2002, a number of sovereign grantors committed to increase their Official Development Assistance (“ODA”) and to explore mechanisms to raise additional resources for development. The Initial Grantors reaffirmed their commitment to contributing to meeting the Millennium Development Goals at the Millennium Review Summit held in New York in September 2005 by increasing their ODA and implementing new financing mechanisms.

The fourth Millennium Development Goal (“MDG4”) is the reduction by two thirds of the mortality rate of children under five by 2015. Immunisation and related health system strengthening programmes serving children under five living in poor countries can greatly contribute to the achievement of MDG4. The GAVI Alliance has been working since 2000 to save children’s lives and protect people’s health through the widespread use of vaccines in poor countries. In 2004, the establishment of a new organisation, IFFIm, was proposed to bring forward resources to support and enhance the immunisation and/or vaccine procurement programmes of the GAVI Alliance through the leveraging of long-term sovereign grants. The GAVI Fund Affiliate, registered as a charity with the UK Charity Commission, is intended to be the principal recipient of funds raised in the international capital markets by IFFIm.

The Grantors have each entered into a Grant Agreement, pursuant to which they have committed to make Grant Payments to The GAVI Fund Affiliate according to an agreed schedule. The GAVI Fund Affiliate has, prior to the date of this Prospectus, assigned all of its rights, title, benefit and interest in, to and under each such Grant Agreement, including the rights to receive each Grant Payment committed to be made thereunder, to IFFIm. Further grantors may enter into grant agreements from time to time.

The goal of IFFIm, based on the current Grant Payments, is to provide up to U.S.\$4 billion for programmes of immunisation and/or vaccine procurement from 2006 to 2015 (inclusive).

The World Health Organization has estimated that IFFIm’s resources for GAVI Alliance programmes could lead to the vaccination of more than 500 million people between 2006 and 2015, with the objective of preventing the deaths of 5 million children and 5 million adults via the usage of new and under-utilised vaccines, targeted immunisation campaigns and the strengthening of health and immunisation services in the GAVI Alliance’s target countries.

56 countries are currently eligible for support through GAVI Alliance programmes, and a further 16 graduating countries have a final opportunity to apply in 2011. IFFIm resources can be used to fund non-country specific programmes (as to which, see further below), and country-specific programmes in GAVI Alliance eligible countries that are also members of, and not in Protracted Arrears (as defined herein) to, the International Monetary Fund (“IMF”). There are two GAVI Alliance eligible countries that are not members of the IMF (Cuba and North Korea) and which will therefore not benefit from IFFIm funds. There are three GAVI Alliance eligible countries currently in Protracted Arrears (Somalia, Sudan and Zimbabwe), and for a discussion of the effects of such Protracted Arrears, see further below under “Grant Payment Conditionality”.

## **IFFIm**

IFFIm was incorporated as a private company limited by guarantee, without share capital, under the Companies Act 1985 (as amended from time to time, the “Companies Act”), on 26 June 2006 for an indefinite duration under the name of International Finance Facility for Immunisation Company. The GAVI Alliance is the sole member of IFFIm.

IFFIm is registered with the Registrar of Companies for England and Wales under registered number 5857343. IFFIm is also registered with the UK Charity Commission as a charity with registered number 1115413.

IFFIm’s registered office is 2 Lambs Passage, London EC1Y 8BB. IFFIm may be contacted on +41 22 909 6504. See further the section entitled “*IFFIm*” on page 76.

As at the date of this Prospectus, IFFIm has a six member board of directors (who also constitute the charitable board of trustees). The directors and their principal activities outside IFFIm are:

- Alan R. Gillespie CBE, PhD (Chairman of the IFFIm board): Chairman of the United Kingdom’s Economic and Social Research Council, former Chairman, Ulster Bank Group, Northern Ireland, a member of the Royal Bank of Scotland Group;
- Sean Carney: Executive Director, Finance and Operations, The Children’s Investment Fund Foundation; and former Chief Operating Officer of HSBC Investment Banking, London;

- Didier Cherpitel: former Managing Director, JP Morgan (London and Paris) and former Secretary General and Chief Executive Officer, International Federation of Red Cross and Red Crescent Societies, Geneva;
- John Cummins: Group Treasurer, The Royal Bank of Scotland Group plc, Edinburgh, formerly Group Treasurer, Standard Life Assurance Company;
- Dayanath Jayasuriya: President's Counsel and Attorney-at-Law, Senior Partner of Legal Consultancy and Drafting Services, a firm specialising in media law and Visiting Professor of Law, University of the Free State, South Africa; and
- Arunma Oteh: Director-General of the Nigerian Securities & Exchange Commission, and former Vice-President, Corporate Management, African Development Bank Group, Tunis.

Pursuant to European Commission Directive 2007/18/EC, because IFFIm has a risk profile equivalent to the multilateral development banks enumerated in Annex VI, Part 1, point 20 of Directive 2006/48/EC, exposures to IFFIm shall be assigned a 0 per cent. risk weight by credit institutions in the European Union. Similarly, the Basel Committee on Banking Supervision has agreed that supervisory regulatory authorities may allow banks to apply a 0 per cent. risk weighting to their exposure to IFFIm as if it were a multilateral development bank. Prospective investors should seek advice in their particular jurisdiction to ascertain the position with respect to such risk weighting prior to making any investment decision.

## **Description of Other Parties**

### *Grantors*

The governments of the Republic of France (acting through its Agence Française de Développement and the Ministry of Economy, Industry and Employment under separate Grant Agreements), the Republic of Italy (acting through its Ministry of Economy and Finance), the Kingdom of Norway (acting through its Ministry of Foreign Affairs), the Republic of South Africa, the Kingdom of Spain (acting through its Ministry of Foreign Affairs), the Kingdom of Sweden, for the United Kingdom, Her Britannic Majesty's Secretary of State (acting through the Department for International Development), the State of the Netherlands (represented by the Minister for Development Cooperation) and the Commonwealth of Australia (represented by the Australian Agency for International Development) have each entered into Grant Agreements with The GAVI Fund Affiliate. Additional grantors may in the future accede to the Finance Framework Agreement and enter into grant agreements that will, once assigned to IFFIm, provide a further source of funds for IFFIm.

Any country which is not a Grantor, provided that it is acceptable to, *inter alios*, the existing Grantors, IFFIm and The GAVI Fund Affiliate, may upon, *inter alia*, (i) entering into a grant agreement on terms approved by the Treasury Manager acting reasonably, (ii) signing a form of accession letter and (iii) providing legal opinions and such documentary conditions precedent as IFFIm may require from it, become an Additional Grantor (acting, if applicable, through an appropriate ministry or government agency), vested with all the authority, rights, powers, duties and obligations under the Finance Framework Agreement as if originally named as an Initial Grantor.

### *The GAVI Alliance*

The GAVI Alliance is responsible for the operational activities related to the immunisation, health system strengthening and/or vaccine procurement programmes for which IFFIm provides funding. The GAVI Alliance was created in 2000 to respond to and combat declining immunisation rates in developing countries. It was initially created as a non-judicial alliance of public and private sector organisations, institutions and governments, including the Bill & Melinda Gates Foundation, UNICEF, the World Bank, the World Health Organisation ("WHO"), developing country governments, grantor country governments, vaccine manufacturers, civil society organisations and research and technical health institutes. A secretariat based in Geneva (the "GAVI Secretariat") coordinates GAVI Alliance activities. During a joint meeting on 29-30 October 2008, the governing bodies of the GAVI Alliance, the GAVI Fund (a non-profit organisation based in the United States) and the GAVI Foundation (a Swiss foundation organised to assist in coordinating activities of the GAVI Alliance)

agreed to reorganise the three entities under the GAVI Alliance brand, using the GAVI Foundation's legal platform. The GAVI Foundation has now been renamed the GAVI Alliance.

Following the establishment of the GAVI Alliance, a novation and amendment of the Finance Framework Agreement (including the Procedures Memorandum) and the Master Definitions Agreement has taken place pursuant to the Deed of Novation. This effected amongst other things, (i) the transfer of the rights and responsibilities of the GAVI Fund thereunder to the GAVI Alliance; and (ii) an amendment to the process for approving IFFIm funded programmes (as described on pages 18-20 of this prospectus) to reflect the replacement in this process of the GAVI Fund by the GAVI Alliance.

The GAVI Alliance's mission is to save children's lives and protect people's health by increasing access to immunisation in poor countries. Since 2000, the GAVI Alliance has committed more than U.S.\$5.7 billion to more than 70 of the world's poorest countries.

By the end of 2010, GAVI had directly supported the immunisation of a cumulative 288 million children in the world's poorest countries. Some 267 million children have been immunised against hepatitis B; 91 million children have received Hib vaccine; 933,000 children have been immunised against rotavirus; 706,000 children have been immunised against pneumococcal; and 41.6 million are now protected against yellow fever through routine immunisation. In its first decade, it is estimated that the GAVI Alliance support to countries has averted more than 5 million future deaths.

Since its creation, the GAVI Alliance has been financed directly by 15 governments: Australia, Canada, Denmark, France, Germany, Ireland, Luxembourg, Japan, the Netherlands, Norway, the Republic of Korea, Spain, Sweden, the United Kingdom and the United States, as well as by the European Commission, the Bill & Melinda Gates Foundation, His Highness Sheikh Mohamed bin Zayed Al Nahyan, La Caixa Foundation and by private corporations and foundations. In addition to direct funding and long-term commitments secured through IFFIm funds, the GAVI Alliance worked with the governments of Canada, Italy, Norway, Russia and the United Kingdom, together with the Bill & Melinda Gates Foundation, who on 12 June 2009 committed funds to an advanced market commitment for pneumococcal vaccine aimed at accelerating access to a new generation of pneumococcal vaccines for the world's poorest countries.

#### *The GAVI Fund Affiliate*

The GAVI Fund Affiliate was incorporated as a private company limited by guarantee without share capital, under the Companies Act on 26 May 2006 for an indefinite duration. The GAVI Fund Affiliate is registered with the Registrar of Companies for England and Wales under registered number 5830438. The GAVI Fund Affiliate is also registered with the UK Charity Commission as a charity with registered number 1115297, and has its registered office at The Broadgate Tower, Third Floor, 20 Primrose Street, London EC2A 2RS. The sole member of The GAVI Fund Affiliate is the GAVI Alliance.

The GAVI Fund Affiliate has appointed a four-member board of directors. The directors and their principal activity outside the company, are:

- Stephen M Zinser, Chief Investment Officer of European Credit Management Limited, London;
- Wayne Berson, Partner and National Director of Not-for-Profit Services at BDO Seidman LLP, Washington D.C. (also appointed to the board of the GAVI Alliance on 29 October 2008);
- Bo Stenson, formerly Principal Officer and Acting Deputy Executive Secretary of the GAVI Alliance Secretariat, Uppsala, Sweden; and
- Dr. André Prost, formerly Director of Government and Private Sector Relations at the World Health Organisation and having held prior positions at the World Health Organisation and the World Bank, Loisia, France.

#### *Treasury Manager*

The International Bank for Reconstruction and Development has been appointed to act as Treasury Manager of IFFIm. The duties of the Treasury Manager include, among others: assessing IFFIm's ability to finance any proposed immunisation and/or vaccine procurement programme

presented for IFFIm's consideration by The GAVI Fund Affiliate; assessing on a periodic basis the funding required by IFFIm to meet its expected obligations in respect of programmes previously approved by it, as well as in respect of outstanding Notes and Other Debt Instruments; providing account administration services; recommending funding, risk management, investment management and liquidity policies for IFFIm and, upon approval of such policies, executing all of IFFIm's financial transactions contemplated thereunder; and advising IFFIm on all aspects of the issuance of Notes under the Programme and the issuance of Other Debt Instruments.

### **Key Transaction Agreements and Structure Overview**

IFFIm, the Grantors, the GAVI Alliance, The GAVI Fund Affiliate and the Treasury Manager have entered into or become party to the Finance Framework Agreement to regulate their rights and obligations as between one another. The parties to the Finance Framework Agreement have also agreed therein to follow the procedures set out in the Procedures Memorandum when considering for approval GAVI Alliance immunisation and/or vaccine procurement programmes. IFFIm and the Treasury Manager have entered into the Treasury Management Agreement pursuant to which the Treasury Manager agrees to provide certain services to IFFIm. The overview of the structure which is set out in the remaining part of this section is based on, *inter alia*, the key terms of these documents and the Grant Agreements entered into prior to the date of this Prospectus, which can be viewed in full by a prospective investor as described in "General Information" at pages 112-113.

### **The Grant Agreements**

Each Grantor has, prior to the date of this Prospectus, entered into a Grant Agreement with The GAVI Fund Affiliate. Each Grantor has represented and warranted to IFFIm and the other parties to the Finance Framework Agreement that the Grant Agreement to which it is a party constitutes valid and binding obligations of such Grantor.

Pursuant to each Grant Agreement, the relevant Grantor agrees to make scheduled Grant Payments to The GAVI Fund Affiliate, pursuant to a schedule contained in the relevant Grant Agreement. Each Grant Agreement is substantively identical to the others (save for the quantum and timing of the scheduled Grant Payments and certain other limited exceptions, as summarised herein), and the key terms are summarised below in the section entitled "Summary of Grant Agreements" on page 83. Each Grant Agreement is governed by English law, save for the Grant Agreement entered into by the Kingdom of Spain, which is governed by Spanish law, the Grant Agreement entered into by the Republic of Italy, which is governed by Italian law, and the Grant Agreement entered into by the State of the Netherlands which is governed by Dutch law.

Pursuant to the Finance Framework Agreement, The GAVI Fund Affiliate has confirmed that it has established a funding policy pursuant to which it will request IFFIm to accept an assignment of all Grant Agreements which have been entered into by The GAVI Fund Affiliate (including, for the avoidance of doubt, any Grant Agreements entered into with future additional Grantors after the date of this Prospectus). If at any time The GAVI Fund Affiliate considers changing such funding policy, it is required to give as much notice as reasonably possible to IFFIm, the Treasury Manager and the Grantors that such a change is being considered by it and it is required to consult with the other parties to the Finance Framework Agreement in good faith prior to implementing any such change.

In consideration of IFFIm's agreement to assess immunisation and/or vaccine procurement programmes submitted to IFFIm for approval and, to the extent any such programmes are approved by IFFIm, to use all reasonable endeavours to fund such programmes in accordance with the Finance Framework Agreement, The GAVI Fund Affiliate has assigned to IFFIm all of its rights, title, benefit and interest in, to and under each Grant Agreement entered into by each Grantor prior to the date of this Prospectus, including the right to receive each Grant Payment committed to thereunder, and IFFIm has agreed to perform all of The GAVI Fund Affiliate's obligations under such Grant Agreements. Therefore, each Grantor is obliged to make each such Grant Payment on its due date directly to IFFIm, subject to the Grant Payment Condition (as defined below).

In respect of any Grant Agreement entered into by The GAVI Fund Affiliate after the date of this Prospectus with a new grantor, or any further Grant Agreement entered into by a Grantor, IFFIm has agreed that it will consider a written request by The GAVI Fund Affiliate to accept an assignment

or transfer from The GAVI Fund Affiliate of all of its rights, title, benefit, interest and obligations in, to and under such Grant Agreement, including the rights to receive each Grant Payment thereunder.

### Grant Payments

The Grantors' commitments under the Grant Agreements entered into prior to the date of this Prospectus are as follows:

GRANTOR	TOTAL COMMITMENT
Republic of France	€1,239,960,000 <sup>(1)</sup>
Republic of Italy	€473,450,000
Kingdom of Norway	U.S.\$27,000,000 NOK 1,500,000,000 <sup>(2)</sup>
Republic of South Africa	U.S.\$20,000,000
Kingdom of Spain	€189,500,000
Kingdom of Sweden	SEK 276,150,000
United Kingdom	£1,630,000,000 <sup>(3)</sup>
State of the Netherlands	€80,000,000
Commonwealth of Australia	AUD250,000,000

Notes:

- (1) The Republic of France acting through its Agence Française de Développement granted an initial commitment of €372,800,000 pursuant to its Grant Agreement dated 28 September 2006. Acting through the Ministry of Economy, Industry and Employment, the Republic of France has granted a further commitment of €867,160,000 pursuant to a Grant Agreement dated 7 December 2007.
- (2) The Kingdom of Norway, represented by the Ministry of Foreign Affairs, granted an initial commitment of U.S.\$27,000,000 pursuant to its Grant Agreement dated 28 September 2006. It made a further grant of NOK 1,500,000,000 pursuant to a Grant Agreement dated 31 August 2010.
- (3) The United Kingdom, acting through the Department for International Development, granted an initial commitment of £1,380,000,000, pursuant to its Grant Agreement dated 28 September 2006. It made a further grant of £250,000,000 pursuant to a Grant Agreement dated 5 August 2010.

The Grant Payments are to be paid on the dates set out in the following schedules (shown in the currency in which the Grant Payment will be made):

GRANT PAYMENT DATE	GRANTOR										
	Republic of France <sup>1</sup> (EUR)	Republic of France <sup>2</sup> (EUR)	Republic of Italy (EUR)	Kingdom of Norway (USD)	Kingdom of Norway (NOK)	Republic of South Africa (USD)	Kingdom of Spain (EUR)	Kingdom of Sweden (SEK)	United Kingdom (GBP)	Commonwealth of Australia (AUD)	State of the Netherlands (EUR)
31 October 2006				2,700,000			9,475,000				
28 November 2006			3,000,000								
20 December 2006				2,700,000							
1 March 2007				5,400,000							
15 March 2007						1,000,000					
31 March 2007	20,000,000		6,000,000					18,410,000			
15 April 2007									4,710,000		
15 October 2007									4,710,000		
31 October 2007							9,475,000				

GRANT PAYMENT DATE	GRANTOR										
	Republic of France <sup>1</sup> (EUR)	Republic of France <sup>2</sup> (EUR)	Republic of Italy (EUR)	Kingdom of Norway (USD)	Kingdom of Norway (NOK)	Republic of South Africa (USD)	Kingdom of Spain (EUR)	Kingdom of Sweden (SEK)	United Kingdom (GBP)	Common- wealth of Australia (AUD)	State of the Netherlands (EUR)
15 February 2008						1,000,000					
1 March 2008				5,400,000							
31 March 2008	20,600,000	20,000,000	25,850,000					18,410,000			
15 April 2008									8,730,000		
15 October 2008									8,730,000		
31 October 2008							9,475,000				
15 February 2009						1,000,000					
1 March 2009				5,400,000							
31 March 2009	21,300,000	21,690,000	25,800,000					18,410,000			
15 April 2009									12,920,000		
15 October 2009									12,920,000		
31 October 2009							9,475,000				
21 December 2009											10,000,000
15 February 2010						1,000,000					
1 March 2010				5,400,000							
31 March 2010	21,900,000	23,520,000	25,800,000					18,410,000			
15 April 2010									16,960,000		
15 October 2010									18,666,522		
31 October 2010					100,000,000		9,475,000				
15 February 2011						1,000,000					
1 March 2011					50,000,000						
31 March 2011	22,600,000	25,500,000	25,800,000					18,410,000			
15 April 2011									22,651,521		
30 June 2011										3,000,000	
15 October 2011									22,651,522		
31 October 2011							9,475,000				
15 February 2012						1,000,000					
1 March 2012					150,000,000						
31 March 2012	23,200,000	27,650,000	25,800,000					18,410,000		5,000,000	
15 April 2012									27,560,579		
15 October 2012									27,560,580		
31 October 2012							9,475,000				
01 December 2012											14,000,000
15 February 2013						1,000,000					
1 March 2013					150,000,000						
31 March 2013	23,900,000	29,980,000	25,800,000					18,410,000		5,000,000	
15 April 2013									32,482,464		
15 October 2013									32,482,464		
31 October 2013							9,475,000				
01 December 2013											14,000,000
15 February 2014						1,000,000					
1 March 2014					150,000,000						
31 March 2014	24,700,000	32,510,000	25,800,000					18,410,000		5,000,000	

GRANT PAYMENT DATE	GRANTOR										
	Republic of France <sup>1</sup> (EUR)	Republic of France <sup>2</sup> (EUR)	Republic of Italy (EUR)	Kingdom of Norway (USD)	Kingdom of Norway (NOK)	Republic of South Africa (USD)	Kingdom of Spain (EUR)	Kingdom of Sweden (SEK)	United Kingdom (GBP)	Common- wealth of Australia (AUD)	State of the Netherlands (EUR)
15 April 2014									37,567,029		
15 October 2014									37,567,029		
31 October 2014							9,475,000				
01 December 2014											14,000,000
15 February 2015						1,000,000					
1 March 2015					150,000,000						
31 March 2015	25,400,000	35,250,000	25,800,000					18,410,000		14,500,000	
15 April 2015									42,868,840		
15 October 2015									42,868,841		
31 October 2015							9,475,000				
01 December 2015											14,000,000
15 February 2016						1,000,000					
1 March 2016					150,000,000						
31 March 2016	26,200,000	38,220,000	25,800,000					18,410,000		14,500,000	
15 April 2016									47,417,898		
15 October 2016									47,417,899		
31 October 2016							9,475,000				
01 December 2016											14,000,000
15 February 2017						1,000,000					
1 March 2017					150,000,000						
31 March 2017	26,900,000	41,440,000	25,800,000					18,410,000		14,500,000	
15 April 2017									51,494,130		
15 October 2017									51,494,131		
31 October 2017							9,475,000				
15 February 2018						1,000,000					
1 March 2018					150,000,000						
31 March 2018	27,800,000	44,940,000	25,800,000					18,410,000		14,500,000	
15 April 2018									55,878,406		
15 October 2018									55,878,406		
31 October 2018							9,475,000				
15 February 2019						1,000,000					
1 March 2019					150,000,000						
31 March 2019	28,600,000	48,730,000	25,800,000					18,410,000		14,500,000	
15 April 2019									60,415,000		
15 October 2019									60,415,000		
31 October 2019							9,475,000				
15 February 2020						1,000,000					
1 March 2020					150,000,000						
31 March 2020	29,400,000	52,840,000	25,800,000					18,410,000		14,500,000	
15 April 2020									65,131,014		
15 October 2020									65,131,015		
31 October 2020							9,475,000				
15 February 2021						1,000,000					

GRANT PAYMENT DATE	GRANTOR										
	Republic of France <sup>1</sup> (EUR)	Republic of France <sup>2</sup> (EUR)	Republic of Italy (EUR)	Kingdom of Norway (USD)	Kingdom of Norway (NOK)	Republic of South Africa (USD)	Kingdom of Spain (EUR)	Kingdom of Sweden (SEK)	United Kingdom (GBP)	Common- wealth of Australia (AUD)	State of the Netherlands (EUR)
31 March 2021	30,300,000	57,290,000	25,800,000					18,410,000		14,500,000	
15 April 2021									70,185,942		
15 October 2021									70,185,942		
31 October 2021							9,475,000				
15 February 2022						1,000,000					
31 March 2022		62,120,000	25,800,000							14,500,000	
15 April 2022									63,523,406		
15 October 2022									63,523,406		
31 October 2022							9,475,000				
15 February 2023						1,000,000					
31 March 2023		67,360,000	25,800,000							14,500,000	
15 April 2023									55,509,782		
15 October 2023									55,509,783		
31 October 2023							9,475,000				
15 February 2024						1,000,000					
31 March 2024		73,040,000	25,800,000							14,500,000	
15 April 2024									48,498,695		
15 October 2024									48,498,696		
31 October 2024							9,475,000				
15 February 2025						1,000,000					
31 March 2025		79,200,000	25,800,000							14,500,000	
15 April 2025									40,435,362		
15 October 2025									40,435,363		
31 October 2025							9,475,000				
15 February 2026						1,000,000					
31 March 2026		85,880,000								14,500,000	
15 April 2026									32,478,406		
15 October 2026									32,478,406		
31 March 2027										14,500,000	
15 April 2027									6,773,550		
15 October 2027									6,773,551		
31 March 2028										14,500,000	
15 April 2028									5,554,348		
15 October 2028									5,554,348		
31 March 2029										14,500,000	
15 April 2029									4,400,362		
15 October 2029									4,400,362		
31 March 2030										14,500,000	
<b>Total</b>	<b>372,800,000</b>	<b>867,160,000</b>	<b>473,450,000</b>	<b>27,000,000</b>	<b>1,500,000,00</b>	<b>20,000,000</b>	<b>189,500,000</b>	<b>276,150,000</b>	<b>1,630,000,000</b>	<b>250,000,000</b>	<b>80,000,000</b>

Notes:

- (1) The Republic of France, acting through its Agence Française de Développement.
- (2) The Republic of France, acting through the Ministry of the Economy, Industry and Employment.

IFFIm has selected a single operating currency, being U.S. dollars. IFFIm, on the advice of the Treasury Manager, has entered into appropriate hedging agreements to limit, *inter alia*, the future impact of changes in currency and interest rates on the value of each Grant Agreement and currency and interest rate risks in respect of Notes issued under the Programme prior to the date of this Prospectus. IFFIm may also, from time to time and on the advice of the Treasury Manager, enter into further hedging transactions to limit currency, interest rate and other risks, as applicable, in respect of, *inter alia*, further Notes issued under the Programme, any other liabilities it incurs or any additional Grant Payments to be received by IFFIm under Grant Agreements assigned to it by The GAVI Fund Affiliate after the date of this Prospectus.

The Treasury Manager currently serves as IFFIm's sole hedging counterparty. Under the Treasury Management Agreement between IFFIm and the Treasury Manager, IFFIm may request the Treasury Manager to negotiate hedging agreements between IFFIm and hedging counterparties other than the Treasury Manager. Any such additional counterparties must be financial institutions which are approved by the Treasury Manager.

IFFIm also has established liquidity and investment policies based on recommendations made by the Treasury Manager. Under the liquidity policy, it will maintain a prudential minimum level of liquidity equivalent to its contracted debt service payments for the next twelve month period. Under the investment policy, IFFIm's liquidity will be invested in high-grade fixed-income instruments with interest rates matching those of the liabilities funding the portfolio, except where the board of directors of IFFIm permits an interest rate duration mismatch between such liquidity and liabilities.

**Grant Payment Conditionality**

IFFIm has established a Reference Portfolio (as set out below) containing all of the GAVI Alliance eligible countries that are also members of the IMF. All countries are accorded a Country Weighting of 1 per cent. except for Vietnam, which has a Country Weighting of 3 per cent., and Bangladesh, Congo DR, Ethiopia, India, Indonesia, Nigeria and Pakistan, which each have a Country Weighting of 5 per cent. These countries have been accorded a larger Country Weighting in the Reference Portfolio to reflect the expected larger value of programmes funded by IFFIm in those countries. The Country Weighting of each country in the Reference Portfolio may be used from time to time, as described below, to determine a reduction in the amount of Grant Payments due from the Grantors.

Under the terms of the Grant Agreements, a Grant Payment due from each Grantor will be reduced if, on or prior to the date which is 25 IBRD Business Days prior to the due date for such Grant Payment, the IMF has declared that any Specified Country in the Reference Portfolio is in Protracted Arrears in meeting any of its IMF Financial Obligations. In such circumstances, the Grant Payment Amount then due from the Grantors will be reduced by the Reduction Amount determined by the Treasury Manager according to the following formula:

$A = B \times C$

Where:

A is the Reduction Amount in respect of the Specified Country;

B is the Grant Payment Amount due and payable on the relevant date (ignoring any applicable Reduction Amount or Reduction Amounts); and

C is the Country Weighting applicable to the Specified Country in the Reference Portfolio set out below:

Specified Country	Country Weighting	Total Share
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Specified Country	Country Weighting	Total Share
Afghanistan, Angola, Armenia, Azerbaijan, Benin, Bhutan, Bolivia, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Comoros, Congo, Republic of Côte d'Ivoire, Djibouti, Eritrea, The Gambia, Georgia, Ghana, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Kenya, Kiribati, Kyrgyzstan, Lao PDR, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Moldova, Mongolia, Mozambique, Myanmar, Nepal, Nicaragua, Niger, Papua New Guinea, Rwanda, São Tomé & Príncipe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sri Lanka, Sudan, Tajikistan, Tanzania, Timor-Leste, Togo, Uganda, Ukraine, Uzbekistan, Yemen Republic, Zambia, Zimbabwe	1%	62%
Vietnam	3%	3%
Bangladesh, Congo DR, Ethiopia, India, Indonesia, Nigeria, Pakistan	5%	35%
Total		<u>100%</u>

The Reference Portfolio will remain static throughout the life of the Programme. However, in the event of any secession from or consolidation of a Specified Country, and provided that any successor states are also members of the IMF, the Reference Portfolio and the Country Weightings will be adjusted accordingly.

If a Specified Country which has been in Protracted Arrears is subsequently no longer in Protracted Arrears, Grant Payments falling due after the date which is 25 IBRD Business Days after the date upon which the Specified Country ceases to be in Protracted Arrears shall not be so reduced by the Reduction Amount with respect to that Specified Country.

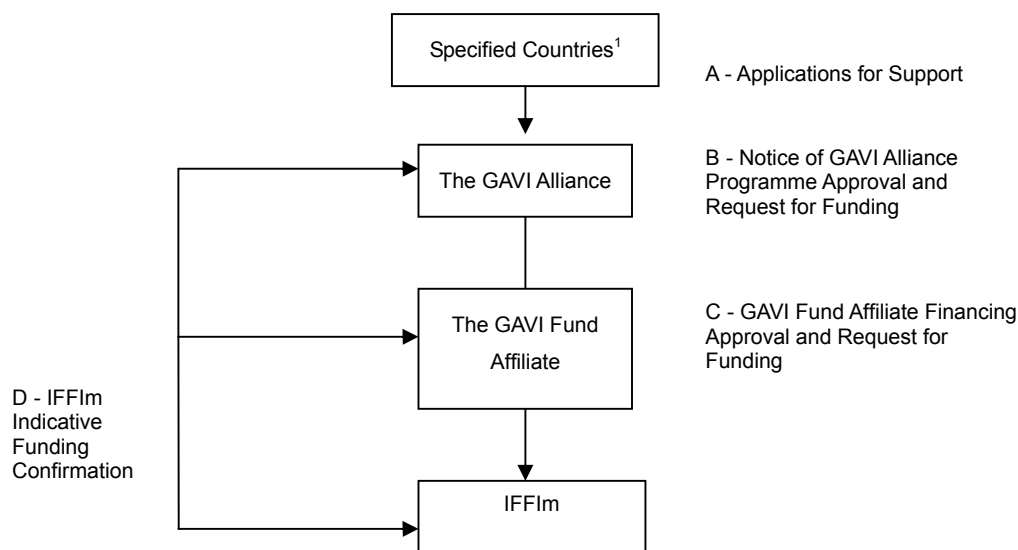
If one or more Specified Countries falls into Protracted Arrears and the Grant Payments are subsequently reduced, the funds available to IFFIm for the purposes of repaying principal and paying interest on the Notes will be reduced. In order to mitigate the impact of one or more Specified Countries falling into Protracted Arrears on IFFIm's ability to meet its obligations under the Notes, IFFIm maintains the IFFIm Gearing Ratio Limit. The Treasury Manager, on behalf of IFFIm, is obliged to monitor compliance with this limit and to ensure that additional programmes are not approved by IFFIm for funding which would, in the determination of the Treasury Manager, lead to it being breached.

Prospective investors should note that, as at the date of this Prospectus, the following Specified Countries are in Protracted Arrears: Somalia, Sudan and Zimbabwe. Should some or all of them remain in Protracted Arrears as at the Relevant Date for any Grant Payment, then the amount of such Grant Payment will be reduced in the manner described above.

## The Activities of IFFIm — Part 1. Programme Approval Procedure

From time to time, IFFIm receives requests from The GAVI Fund Affiliate to approve funding for immunisation and/or vaccine procurement programmes, for the benefit of any of the 70 Specified Countries included in the Reference Portfolio. IFFIm, having considered, *inter alia*, whether such funding would meet its charitable objectives and would not contravene its Memorandum and Articles of Association, and whether such funding would meet certain financial parameters, may approve such programmes. The programmes are originated as follows:

### The Programme Approval Procedure



Note:

(1) The GAVI Alliance may also propose programmes which are non-country specific.

#### A Applications for Support

Applications for financial support for immunisation, related health system strengthening and vaccine procurement programmes are made by Specified Countries. Such applications are made using a standard GAVI Alliance proposal form, and are to be accompanied by required supporting documents.

There are also certain programmes considered by the GAVI Alliance which do not relate to a specific country. These may, for example, be programmes to create emergency stockpiles of vaccines or for campaigns against disease outbreaks threatening multiple countries.

#### B Notice of GAVI Alliance Programme Approval and Request for Funding

All applications are screened by the GAVI Alliance for basic completeness and eligibility for support, and then reviewed by representatives of the World Health Organization and by an Independent Review Committee (“IRC”), made up of experts in the field of vaccines and immunisation. The IRC may recommend to the GAVI Alliance that a particular application be approved, conditionally or unconditionally, or rejected. The GAVI Alliance then considers each application in the light of the IRC’s recommendation and report, and considers whether to issue an approval and request for funding.

Though focused generally on supporting country-specific programmes (including the strengthening of health system services), the GAVI Alliance also provides support on the basis of Non-

Country Specific Applications in order to address immunisation objectives and needs which cannot be met through the country-specific support process. Non-country specific programmes may also be able to benefit from funding by IFFIm. Examples include the increase of vaccine security and affordability in multiple countries by means of emergency stockpiles and other collective purchase mechanisms, provision of technical assistance to facilitate rapid scale-up of immunisation services in multiple countries and expanded use of safe and cost-effective vaccines (such as, for example, in relation to mass immunisation campaigns for measles mortality reduction in African countries).

Non-Country Specific Applications may be solicited or commissioned by the GAVI Alliance. In the past such applications have been prepared and submitted to the GAVI Alliance by international, national and regional organisations, non-governmental organisations, research institutions, foundations, and national agencies, as well as by consortiums of such entities.

Non-Country Specific Applications are normally evaluated by an ad-hoc group constituted by the GAVI Alliance, or by an IRC. The GAVI Alliance decides whether to approve each such application on the basis of the report presented by the evaluation group or IRC, and its consideration as to whether the project is substantially likely to advance the objectives of the GAVI Alliance.

The GAVI Alliance then reviews its internal comprehensive resource and cash management plan to determine whether the proposed budgeted amount fits within the GAVI Alliance budgetary constraints, and whether the GAVI Alliance may request funding, via The GAVI Fund Affiliate, from IFFIm Disbursements (considering the relative financial efficiencies of funding from IFFIm Disbursements, as against other sources of funding available to the GAVI Alliance).

Thereafter, if the GAVI Alliance decides to make a request to The GAVI Fund Affiliate for funding through disbursements from IFFIm for the relevant programme, after ensuring that the programme is consistent with the provisions of its statutes and with its status as a non-profit foundation in Switzerland, it issues to The GAVI Fund Affiliate a request for funding (which is in the form of a Notice of GAVI Alliance Programme Approval and Request for Funding, being a standard form document appended to the Procedures Memorandum).

#### *C GAVI Fund Affiliate Financing Approval and Request for Funding*

The GAVI Fund Affiliate considers each Notice of GAVI Alliance Programme Approval and Request for Funding presented to it in light of, *inter alia*, its charitable status, the provisions of its Memorandum and Articles of Association, and its funding policy. If it decides to approve a Notice of GAVI Alliance Programme Approval and Request for Funding, it issues to IFFIm a request for funding (which is in the form of a GAVI Fund Affiliate Financing Approval and Request for Funding, being a standard form document appended to the Procedures Memorandum).

#### *D IFFIm Indicative Funding Confirmation*

IFFIm considers each GAVI Fund Affiliate Financing Approval and Request for Funding presented to it in light of, *inter alia*, its charitable status and the provisions of its Memorandum and Articles of Association. It also considers, in consultation with the Treasury Manager, various parameters upon its borrowing, including the maximum cumulative amount of programmes which it may agree to approve for funding in any one financial year, as set out in the Finance Framework Agreement, its funding strategy, its liquidity policy, its risk management policy and the IFFIm Gearing Ratio Limit.

If IFFIm decides to approve a GAVI Fund Affiliate Financing Approval and Request for Funding, it issues an IFFIm Indicative Funding Confirmation (being a standard form document appended to the Procedures Memorandum), and the programme so approved will become, and be known as, an Approved Programme.

IFFIm is subject to a limit on the value of programmes which may become Approved Programmes in any one year under the Finance Framework Agreement. The maximum cumulative value of proposed programmes which, subject to, *inter alia*, the application of the IFFIm Gearing Ratio Limit, IFFIm's funding strategy, liquidity and risk management policies, may be approved such that they become Approved Programmes during any calendar year (being the IFFIm Programme Capacity for the relevant year, or (in the case of 2006-2007) period, from 2006 to 2015 (inclusive)) is as follows:

Calendar year/period	Maximum amount of new Approved Programmes (U.S.\$)	Cumulative maximum amount of Approved Programmes (U.S.\$)
2006-2007	1,050 million	1,050 million
2008	500 million	1,550 million
2009	450 million	2,000 million
2010	425 million	2,425 million
2011	400 million	2,825 million
2012	350 million	3,175 million
2013	325 million	3,500 million
2014	300 million	3,800 million
2015	200 million	4,000 million

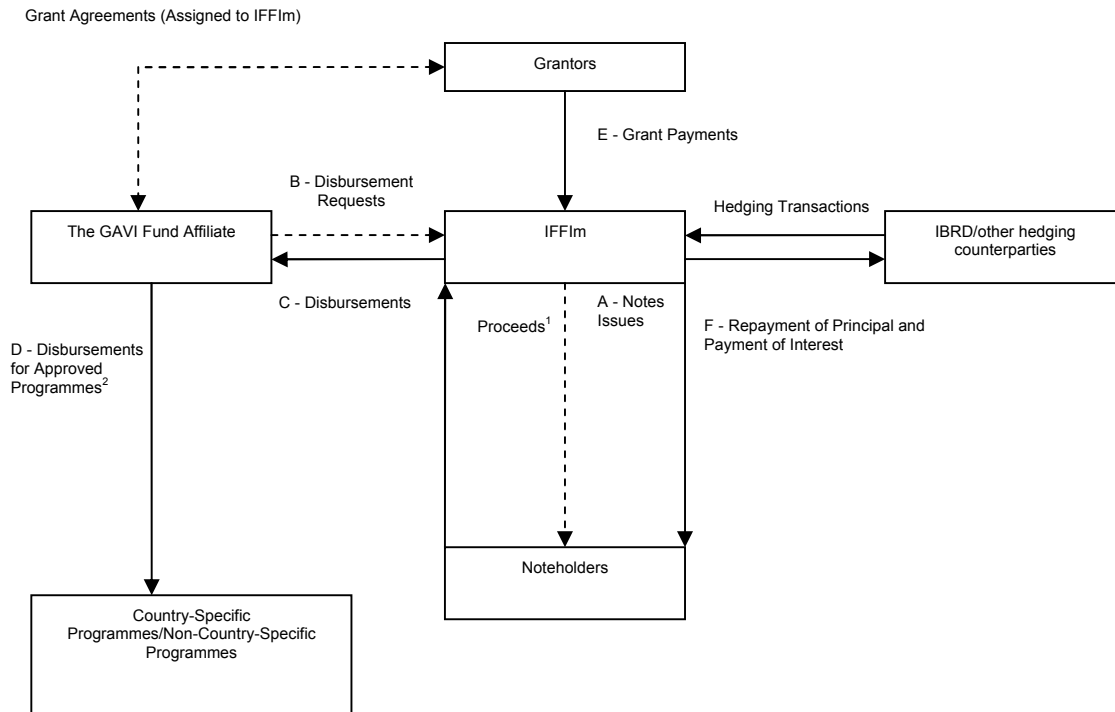
If the cumulative value of Approved Programmes approved in any calendar year, or (in the case of 2006-2007) period, is below the maximum amount, the difference will be added to the capacity for the subsequent calendar year.

A further schedule may be established between, *inter alios*, IFFIm, the Treasury Manager and the Grantors for the years following 2015, by no later than 1 January 2016. If the relevant parties agree, it is intended that the first such schedule will address IFFIm Programme Capacity for the years 2016 to 2025, and a further schedule may be agreed thereafter, if required.

Prospective investors should also note that IFFIm, under the Finance Framework Agreement, is not permitted to approve any programme for funding unless it is rated “AAA” or the equivalent highest rating category by at least two of Fitch Ratings Limited, Moody’s Investors Service, Inc. and Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc.

The diagram below illustrates, *inter alia*, the cashflow between IFFIm, the Grantors and the other main parties.

## The Activities of IFFIm — Part 2. Programme Funding



Notes:

- (1) Proceeds flow to the IFFIm Account held with, and maintained by, the Treasury Manager.
- (2) In certain cases, funds may be disbursed by The GAVI Fund Affiliate to an account administered by the GAVI Alliance, which will in turn make the distribution to the relevant Approved Programme.

### A Issuance of Notes under the Programme

Prior to the first day of each Relevant Funding Period, the Treasury Manager assesses, on behalf of IFFIm, the aggregate of IFFIm's payment obligations during the forthcoming Relevant Funding Period, being the IFFIm Financial Requirements for such period. These include, *inter alia*, IFFIm's obligations to fund disbursements under Approved Programmes, to make repayments of principal and payments of interest on outstanding Notes under the Programme, to make payments due in respect of or in connection with any Derivatives Transactions entered into by it, and to meet fees and pay applicable expenses.

The Treasury Manager also assesses the aggregate of all funds available to IFFIm prior to the first day of each such Relevant Funding Period, including, *inter alia*, funds held in its bank accounts, any payments due to it in respect of IFFIm's liquid asset investments (if any), and the amounts due to be paid to it by Grantors under the Grant Agreements in the Relevant Funding Period, together being the IFFIm Aggregate Available Funds.

The amount of funding required by IFFIm for each Relevant Funding Period is therefore the amount by which the IFFIm Financial Requirements exceed the IFFIm Aggregate Available Funds, being the IFFIm Required Funding.

In making the assessment of the IFFIm Required Funding for a Relevant Funding Period, the Treasury Manager also calculates whether the raising of funds to meet the IFFIm Required Funding would cause IFFIm to breach the IFFIm Gearing Ratio Limit, or act in a manner inconsistent with the funding and other strategies of IFFIm, in which case it holds over any Disbursement Requests from The GAVI Fund Affiliate until such time as the funding of such Approved Programmes would not lead to a breach of the IFFIm Gearing Ratio Limit or an inconsistency with such strategies.

Following the assessments by the Treasury Manager described above, the Treasury Manager effects the issuance of Notes under the Programme, or the Issuance of Other Debt Instruments or borrows funds under Loans as necessary to meet the IFFIm Required Funding, or the IFFIm Required Funding as reduced by the amount necessary to account for any Disbursement Requests held over as described above, for such Relevant Funding Period. The proceeds of each issuance are held in the IFFIm Account maintained with IBRD pursuant to the Treasury Management Agreement pending payment pursuant to a Disbursement Request from The GAVI Fund Affiliate (subject to such proceeds being able to be used by IFFIm in the interim, *inter alia*, to meet principal and interest payment obligations under the Notes, any Other Debt Instruments and any Loans, to meet payments due in respect of Derivative Transactions, and to meet expenses and pay applicable fees).

Based on the current Grant Payments, it is expected that IFFIm may raise up to U.S.\$4 billion (net of refinancing of Notes, Other Debt Instruments or Loans) over the period from 2006 until 2015 (inclusive). The annual funding volume, choice of instrument and method of offering will vary depending on the need for funds for Approved Programmes in Specified Countries.

IFFIm and its Treasury Manager intend to seek the best overall value for IFFIm and the Grant Payments on a sustained basis, and to ensure reliable and predictable funding to countries for immunisation and/or vaccine procurement programmes. To achieve this, IFFIm will issue Notes to institutional and/or retail investors through financial intermediaries, and will carry out a variety of transactions ranging from larger, more liquid issues of Notes with broad placement, to smaller Note issues targeted to specific investor groups.

#### *B/C Disbursement Requests and Disbursement to The GAVI Fund Affiliate*

From time to time, when The GAVI Fund Affiliate requires a payment in respect of an Approved Programme (see above), it submits to IFFIm a Disbursement Request, containing details, *inter alia*, of the amount requested for disbursement and the Approved Programme to which it relates.

During any Relevant Funding Period, provided that the Treasury Manager is satisfied that funds held in the IFFIm Account and other financial resources of IFFIm will be sufficient to meet the aggregate anticipated requirements of IFFIm during such Relevant Funding Period, the Treasury Manager (on behalf of IFFIm), subject to the provisions of the Finance Framework Agreement, promptly transfers from the IFFIm Account to the GAVI Fund Affiliate Account amounts necessary to meet (i) any Disbursement Request submitted with respect to any previous Relevant Funding Period that has not previously been satisfied in full and thereafter (ii) any Disbursement Request submitted by The GAVI Fund Affiliate to IFFIm on or before the last business day of the preceding Relevant Funding Period.

#### *D Disbursements to Approved Programmes*

The GAVI Fund Affiliate arranges for the Account Bank to make the necessary disbursements for the relevant Approved Programmes in accordance with the terms of the Finance Framework Agreement as soon as reasonably practicable after receipt of relevant funds into the GAVI Fund Affiliate Account. In certain cases, funds may be disbursed by The GAVI Fund Affiliate to an account administered by the GAVI Alliance, which in turn makes the distribution to the relevant Approved Programme.

#### *E/F Payment of Principal and Interest on the Notes*

IFFIm applies the proceeds of the Grant Payments received by it from the Grantors under the Grant Agreements assigned to it, *inter alia*, to make repayments of principal and payments of interest on any outstanding Notes issued by it under the Programme.

#### *Programme Monitoring*

GAVI Alliance financial support for Approved Programmes is given subject to strict performance monitoring by the GAVI Alliance that is designed to track the progress achieved in the previous year, to declare planned targets for the following year and to verify the sustainability of existing financing sources. IFFIm is under no obligation to monitor Approved Programmes.

## **The Activities of IFFIm — Part 3. Miscellaneous**

### *Restrictions*

Investors should note that the Finance Framework Agreement contains certain covenants of IFFIm, and of The GAVI Fund Affiliate, which restrict their activities. IFFIm and The GAVI Fund Affiliate each agree, *inter alia*, to use all reasonable endeavours to maintain their status as a registered charity, to maintain their residence and management in the United Kingdom, not to engage in other business beyond that contemplated in the Finance Framework Agreement, Procedures Memorandum and related documents, not to incur indebtedness for borrowed money other than as permitted under such agreements, not to have any subsidiaries, not to own or acquire any real property and not to transfer, assign or otherwise dispose of in any manner whatsoever (whether absolutely or by way of security) any of its rights, title, benefit or interest assigned to it under the Deeds of Assignment, or create any mortgage, charge or other security or right of recourse in respect thereof, save to the extent permitted in accordance with the relevant Grant Agreement.

### *Relevant Events and Suspension of Operations*

The Finance Framework Agreement contains provisions permitting the Majority Grantors to oblige IFFIm to suspend, temporarily or permanently, the disbursement of funds to The GAVI Fund Affiliate in certain circumstances, each known as a Relevant Event. These include (but are not limited to) either IFFIm or The GAVI Fund Affiliate ceasing to be a registered charity under the laws of England and Wales, the insolvency of either company, and the GAVI Alliance's strategic goals for the advancement of immunisation not being met in a materially adverse way, as such goals are set out in the Procedures Memorandum.

During a temporary suspension of operations at the request of the Majority Grantors, no funds may be disbursed by IFFIm to The GAVI Fund Affiliate in respect of any Approved Programmes if the Majority Grantors have notified IFFIm and the Treasury Manager that disbursements to such Approved Programme are to be suspended pending remedy of the applicable Relevant Event. However, during any temporary suspension of operations, IFFIm will continue to make disbursements as necessary to service payments of principal and interest on the Notes, Other Debt Instruments and any Loans, make payments due in respect of Derivatives Transactions, and meet expenses and pay fees. A period of up to 60 days is permitted for the parties to use all reasonable endeavours to remedy a Relevant Event which has resulted in a temporary suspension of operations.

Following the elapse of such a period, and if the Relevant Event cannot be remedied to the satisfaction of the Majority Grantors, then they may decide to permanently suspend IFFIm's operations. In that event, IFFIm shall (save as permitted in the Finance Framework Agreement) suspend permanently its operations in respect of disbursements from its bank account, and forthwith cease all activities, except those incidental to the orderly realisation, conservation, and preservation of its assets and settlement of its obligations. As a result, no new GAVI Alliance programmes will then be approved to become Approved Programmes and IFFIm will cease disbursements to The GAVI Fund Affiliate in respect of Approved Programmes.

A temporary or permanent suspension of operations does not change, reduce, suspend or alter in any way the Grantors' obligations to make the scheduled payments under their Grant Agreements, which must continue until such time as the Treasury Manager has notified the Grantors that all outstanding Notes and any other debts owed by IFFIm, have been met in full. Following a notice of permanent suspension, IFFIm may not issue any further Notes or Other Debt Instruments or borrow further Loans, except as necessary to refinance Notes or Other Debt Instruments and Loans that mature or are otherwise redeemed.

Once IFFIm and the Treasury Manager are satisfied that all creditors of IFFIm (including holders of Notes) have been fully discharged, any funds remaining to the credit of the IFFIm Account shall be applied, following consultation, towards the charitable purposes of IFFIm in accordance with the provisions of IFFIm's Memorandum and Articles of Association and provisions of applicable law.

Any of the Grantors may notify the other parties to the Finance Framework Agreement that:

- (a) (i) it has become, or (ii) it is likely to become, required to make additional payments in accordance with the terms of a Grant Agreement in order to ensure that Grant

Payments are made without deduction or withholding on account of tax in that Grantor's jurisdiction or to meet an indemnity obligation in respect of tax; or

- (b) any unanticipated liability to taxation (i) has arisen, or (ii) is likely to arise, under any applicable jurisdiction in relation to the activities of The GAVI Fund Affiliate or IFFIm; or
- (c) a material adverse change in the national or international accounting or regulatory treatment of such Grantor's commitments under a Grant Agreement (i) has occurred or (ii) is likely to occur.

If any such notification is given, the parties to the Finance Framework Agreement shall enter into negotiations in good faith with a view to agreeing a restructuring of the transactions described in the Transaction Documents and any amendments to the Transaction Documents which are necessary as a result of such restructuring, provided that no such restructuring shall take effect (A) unless and until each of the Applicable Rating Agencies has confirmed in writing that the rating of IFFIm's outstanding Notes, Other Debt Instruments and/or Loans will not be adversely affected by such amendments or (B) if in the reasonable opinion of the Treasury Manager, such restructuring would (i) impair IFFIm's ability to meet its anticipated disbursements and debt service requirements in respect of Notes, Other Debt Instruments and Loans outstanding at the time of that Grantor's request or to meet its other commitments, expenses, liabilities or other requirements of the type specified in the Finance Framework Agreement; or (ii) materially impair the overall financial efficiency of IFFIm.

If, however, the parties are unable to agree amendments to the Transaction Documents, then the Majority Grantors may determine that a permanent suspension of operations of IFFIm should occur, notwithstanding that no Relevant Event has occurred.

If such notification is a notification referred to in (a)(i), (b)(i) or (c)(i) above then, notwithstanding that no Relevant Event has occurred, the Majority Grantors may temporarily suspend the operations of IFFIm prior to entering into any such negotiations, on the basis that such temporary suspension shall begin on the date of such notification by the Majority Grantors to each of the other parties hereto and shall end on (and include) the date on which either (i) a permanent suspension of operations has occurred or (ii) the restructuring and amendments referred to shall have come into effect.