

Public disclosure is authorized after the signing

**AGREEMENT
FOR DELIVERY OF OUTPUTS**

**SOMALIA COVID-19 OUTBREAK RESPONSE UNDER SOMALIA CRISIS
RECOVERY PROJECT (SCRP)**

Project Name Somalia Crisis Recovery Project (SCRP)
Loan/Credit/Grant No. IDA-D6300

Reference No. SO-MOF-223676-NC-UN
IOM Reference No. SOM/OTHE/LA0032/2021

Project Closing Date: 31st May 2024

Financing Agreement Closing Date: 30th September 2024

Completion date for IOM: 7 (seven) months following the Effective Date

between

THE FEDERAL GOVERNMENT OF SOMALIA

and the

INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)



FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this "Agreement") is entered into between **THE GOVERNMENT OF SOMALIA** by and through its **MINISTRY OF FINANCE** (the "Government"), and the **INTERNATIONAL ORGANIZATION FOR MIGRATION**, an organization of the United Nations system, having its headquarters at 17 route des Morillons, C.P.71 CH-1211, Geneva 19, Switzerland ("IOM" or the "UN Partner", together with the Government, the "Parties" and each a "Party").

WHEREAS

- A. IOM, as the UN Migration Agency and a related organization of the United Nations system, is committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants. IOM and the Government have agreed to cooperate in respect of the formulation, adoption and implementation of the Government's policies and initiatives of Somalia related to the areas of intervention of IOM.
- B. The Government, working with its development partners, including IOM and the World Bank¹ (the "Bank"), is implementing Somalia Crisis Recovery Project (the "Project"). The Government has received funds from the Bank (the "Financing") towards the cost of the Project pursuant to a legal agreement for the Project (the "Financing Agreement").
- C. As part of Project implementation, the Government has asked IOM, and IOM has agreed, to deliver the outputs, as set forth in **Annex I** to this Agreement ("Outputs").

NOW, THEREFORE, the Parties agree as follows:

- 1. The Government intends to apply a portion of the proceeds of the Financing in the amount of **USD 871,500** (***Eight Hundred Seventy-One Thousand Five Hundred US Dollars Only***) (the "Total Funding Ceiling"), to eligible payments under this Agreement. The Total Funding Ceiling is the Parties' best estimate (as of the date of the signing of this Agreement) calculated in **Annex II** on the basis of deliverables and the timeline agreed by the Parties in **Annex I**.
- 2. This Agreement is signed and executed in English, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language.
- 3. This Agreement becomes effective on the date of its last signature (the "Effective Date"), and will remain effective until **7 (seven) months** following the Effective

¹ References in this Agreement to the "World Bank" or "Bank" include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

Date (the "**Completion Date**")², unless otherwise agreed by the Parties in writing. Technical Assistance shall be operationally completed by the Completion Date. The financial closure and final financial report must be completed not later than six (6) months thereafter.

4. The Government designates **Mr Abdifatah Diriye Ahmed, Director of the National Institute of Health (NIH), Ministry of Health**, and **Mr Ali Haji Adan, Project Coordinator SCRP**, and the IOM designates **Mr. Richard Danziger, Chief of Mission, IOM Mission in Somalia**, as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:

Government representative:

Ali Haji Adan
Project Coordinator, SCRP
Ministry of Finance
Federal Government of Somalia
E-mail: alihaji.scrp@gmail.com

Abdifatah Diriye Ahmed
Director of National Institute of Health (NIH)
Ministry of Health
Federal Government of Somalia
E-mail: director@nih.gov.so

IOM representative:

Richard Danziger
Chief of Mission
IOM Mission in Somalia
Ocean Plot, Adan Abdulle International Airport (AAIA) area,
Mogadishu, Somalia
Email: rdanziger@iom.int

5. For Project's coordination purposes, the Bank's staff contact information are as follows:

Bank Task Team Leader:

Ayaz Parvez
Tel. Cell: 1-5714850036
Email: aparvez@worldbank.org

6. If IOM and the Government have not concluded a privileges and immunities agreement, the Government agrees to apply to IOM, its Staff and assets, the provisions of sections 3 to 30 of the 1947 Convention on the Privileges and

² The Completion Date is the date of operational completion by IOM (the end date of the implementation period), including the delivery of all deliverables under this Agreement. The Completion Date must be at least three (3) months prior to the Bank Project's closing date in order to ensure that IOM has sufficient time for the financial closure and issuance of the Final Certified Statement prior to the Financing Agreement's closing date.

Immunities of the Specialized Agencies (the "Convention") and provisions 2 and 3 of annex I of the Convention. The Government shall grant the same privileges and immunities contained in the Convention to Consultants, other non-staff, and Contractors and their personnel performing services for IOM in connection with the execution of the Agreement. In case IOM and the Government have not concluded a privilege and immunities agreement, the above constitutes the Basic Agreement.

7. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of IOM, including under the Basic Agreement, the Convention, or otherwise.
8. The Government confirms that no official of IOM has received or will be offered by the Government any benefit arising from this Agreement. IOM confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
9. The following documents form an integral part of this Agreement:
 - (a) General Conditions of Agreement
 - (b) Annexes:
 - Annex I: Description of outputs and work plan
 - Annex II: Total Funding Ceiling and Payment Schedule
 - Annex III: Reporting Requirements
 - Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government
 - Annex V: Cost of IOM Services
 - Annex VI: Environmental and Social Risk Management Measures
10. IOM payment details are as follows:

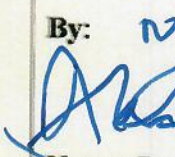
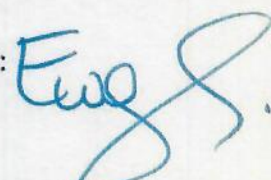
By bank wire transfer:

IOM Reference: [Country]-Outputs Agreement [Contract Number]

ACCOUNT NAME:	IOM Geneva
CURRENCY	USD
BANK NAME	Citibank, N.A.
BANK ADDRESS	399 Park Avenue, New York, NY 10043

ACCOUNT NUMBER	30557053
SWIFT/BIC	CITIUS33
ABA/BANK CODE	021000089

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Ministry of Finance, Federal Government of Somalia	The International Organization for Migration, Mission in Somalia
By: 	By: 
	
Name: Dr. Abdurahman D. Beiden	Name: Ewa Naqvi
Title: Minister of Finance	Title: Deputy Chief of Mission/OIC
Date: <u>31/07/2021</u>	Date:

The text of the clauses in these General Conditions of Agreement shall not be modified

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:
 - (a) "Staff" means an individual who holds an employment contract with the UN Partner or is on loan to the UN Partner from another UN organization or specialized agency under the terms of the *Inter-organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations* applying the UN Common System of Salaries and Allowances;
 - (b) "Consultant" means an individual who has signed a consultancy contract with the UN Partner;
 - (c) "Contractor" means a legal entity supplying goods, works, or services to the UN Partner under a contract concluded according to the UN Partner's regulations, rules, policies and procedures. When applicable, the term also includes "implementing partners" or "partner organizations" as defined and/or used in the UN Partner's regulations, rules, policies and procedures;
 - (d) "Day" means business day, unless otherwise stated;
 - (e) "Direct Cost" means the actual cost of the UN Partner that can be directly traced to the deliverables set forth in **Annex I**;
 - (f) "Indirect Cost" means the costs incurred by the UN Partner as a function of and in support of the Technical Assistance, which cannot be traced unequivocally to the Technical Assistance. The rate applicable to this Agreement is stated in **Annex V**;
 - (g) "Technical Assistance" means the advisory services and related activities, including training, to be carried out by the UN Partner pursuant to this Agreement and as described in **Annex I**; and
 - (h) "Financing Agreement" means a legal agreement entered into by the Government and the Bank to finance the Government-implemented Project.

SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:
 - (a) deliver the Outputs within the scope and in accordance with the timetable and such level of input as detailed in **Annex I** (the "Work Plan"); and
 - (b) keep the Government informed on the progress of the activities towards Delivery of Outputs by timely submission of the reports, in accordance with this Agreement (the "Progress Reports") and as detailed in **Annex III**.
3. The Government agrees to:
 - (a) make timely and complete payment to the UN Partner of all amounts (either directly or by authorizing the Bank to pay on the Government's behalf) due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule defined in **Annex II** (the "Payment Schedule");
 - (b) provide all required support to the UN Partner for the purpose of implementing the activities under this Agreement, including the granting, obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals related to any supplies; furnishing powers of attorney or authorizations to the UN Partner and cooperating with the UN Partner in a timely and expeditious manner; and
 - (c) deal with any claim arising from the execution of this Agreement, which may be brought by third parties against the UN Partner or its Staff, Consultants, and Contractors, and shall hold them harmless in respect of any such claim or liability, unless the Government and the UN Partner should agree that the claim or liability arises from gross negligence or willful misconduct on the part of said Staff, Consultants or Contractors.
4. The Parties acknowledge the Government's commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex IV**.
5. The Parties acknowledge that the level of required inputs and the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement to achieve the agreed Outputs.

TOTAL FUNDING CEILING AND PAYMENTS

6. Calculations of the Total Funding Ceiling are provided in **Annex II**. The Total Funding Ceiling includes Direct Costs and Indirect Costs of the UN Partner, explained in **Annex V**.
7. Cumulative payments under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in response to the Government's request. The UN Partner takes note that the

Government's disbursements under this Agreement are subject, in all respect, to the terms and conditions of the Financing Agreement and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

8. The payments under this Agreement shall be made in accordance with the Payment Schedule.
9. The Government will make payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer, within ten (10) days of receiving the payment request from the UN Partner. All payments will be made in United States dollars.
10. The UN Partner will administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
11. The UN Partner will maintain a separate identifiable project account ("Account") to which all UN Partner receipts, income and expenditures for the purposes of this Agreement will be recorded. The Account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's regulations, rules, policies and procedures. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the External Auditors of the UN Partner are appointed by and report to the UN Partner's policy-making organ. Throughout the term of this Agreement, the UN Partner will ensure that its audited accounts, including the External Auditors' Opinion are posted on its website within ten (10) days of their becoming public documents by reason of being presented to the UN Partner's policy-making organ.
12. In the event that the final certified financial statement to be provided under **Annex III** (the "Final Certified Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
13. The UN Partner shall not be required to commence or continue the provision of the Technical Assistance until the UN Partner has received the payments due in accordance with the Payment Schedule and it shall not be required to assume any liability in excess of such payments.
14. Payments to the UN Partner shall not prejudice the Government's right to dispute any amount claimed by the UN Partner and to adjust any future payment by the amount in dispute and inform the UN Partner accordingly. In such case, the Government will promptly notify the UN Partner and the Bank to arrive at a mutually acceptable solution.

TERMS OF DELIVERY OF OUTPUTS

15. **Standard of Performance.** The UN Partner will carry out its obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.
16. **Procurement of Inputs.** All inputs required for the Delivery of Outputs will be undertaken in accordance with the terms of this Agreement and the UN Partner's regulations, rules, policies and procedures. Any delegation or assignment of such procurement to another UN organization or any third party or an implementing partner shall be disclosed in **Annex II**. The UN Partner is responsible for the importation, including customs clearance, of any inputs required for the Delivery of Outputs under this Agreement, unless otherwise agreed by both Parties in writing.
17. **Pharmaceuticals and other health commodities required as inputs:**
 - (a) Pharmaceuticals and other health supplies purchased under this Agreement shall be procured pursuant to the UN Partner's standard contracting practices, which, at minimum, shall specify that, upon dispatch by the UN Partner's supplier, such supplies have a shelf life of not less than the standard period established by the World Health Organization ("WHO"), or as otherwise agreed by the Parties; and
 - (b) Pharmaceuticals and other health supplies will be accompanied by the required documents stipulated in the purchase order (e.g. Certificate of analysis, Certificate of Conformity, Certificate of Origin, Release Certificate etc.) where feasible.
 - (c) Medical waste disposal is guided by "WHO Safe Management of Wastes from Health-care Activities".
18. **Infrastructure works required as inputs.** In the event that the scope of work set out in **Annex I** involves the undertaking by the UN Partner of any infrastructure activities, the following provisions shall also apply:
 - (a) **Taking Over and Final Completion:** The Government shall take the immediate possession upon issuance of the taking over certificate issued by the UN Partner upon completion of works;
 - (b) **Environmental Management:** The UN Partner shall, while delivering the Outputs, act in accordance with the UN Partner and Government's environmental requirements to the extent possible to ensure that all aspects of works are, implemented in an environmentally responsible and sustainable manner; and
 - (c) **Design:** In the event that the UN Partner is responsible for any or all of the design aspects, the UN Partner shall, in consultation with the Government, determine the appropriate design standards to be applied, with reference to

relevant national standards and the UN Partner's regulations, rules, policies and procedures.

19. **Use of Inputs.** The UN Partner shall use procured inputs only for the purpose of Delivering the Outputs set out in **Annex I**.
20. The UN Partner is responsible for engaging qualified Staff, Consultants, other non-staff or Contractors as, in the UN Partner's judgement are required to successfully deliver the Outputs.
21. The UN Partner shall remain fully responsible for the delivery of Outputs. The hiring and contracting of any Staff, Consultant, other non-staff or Contractor by the UN Partner in connection with this Agreement will be done according to the UN Partner's regulations, rules, policies and procedures, and bearing in mind the considerations and requirements of the Bank that are listed below:
 - (a) **Prohibition of Conflicting Activities.** The Staff, Consultant, other non-staff or Contractor shall not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Partner.
 - (b) **Disqualification from Related Contracts.** During the term of this Agreement and after its Early Termination or Completion, the Government will disqualify the former Staff, Consultants and Contractors and any party affiliated with any of them from providing goods, works, or services (other than consulting services to be provided by former Staff or Consultants) resulting from, or directly related to, the activities under this Agreement, and shall not hire them for any assignment that, by its nature, may be in conflict with this Agreement.
 - (c) **Hiring Government Institutions or Government Officials.** The UN Partner shall not hire any official or civil servant of the Government's country as a Consultant or other non-staff or a Government institution or any Government-owned enterprise as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such hiring or contracting meets the Bank's eligibility requirements under applicable procurement rules.
22. If the Government reasonably concludes that: (i) any member of the UN Partner's team as included in **Annex I** has engaged in serious misconduct; or (ii) the performance of any of the team members is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Partner specifying the grounds therefore. If, after receiving the Government's written request, the UN Partner investigates the alleged misconduct or reviews the alleged unsatisfactory performance and concludes that the misconduct and/or the dissatisfaction with the performance of the team member justifies his/her replacement, the UN Partner will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to the UN Partner's regulations, rules, policies and procedures.

23. *Transfer of ownership; Warranties.* As relevant, upon completion of this Agreement, the Parties shall agree on the timing and modality of the transfer of ownership of any equipment that was fully financed under this Agreement, including vehicles, as well as transfer of any warranties to the Government. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

24. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Partner under this Agreement shall belong to the UN Partner. The UN Partner herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sublicense), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights for non-commercial purpose. The Government will inform the UN Partner of such sublicenses and transfers.

INSURANCE

25. Throughout the execution of this Agreement and in relation to the delivery of Outputs under this Agreement the UN Partner shall:
- (a) maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;
 - (b) maintain appropriate cargo insurance against loss of or damage to supplies and equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Government;
 - (c) with regard to Staff, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of the UN Partner; and maintain malicious acts insurance;
 - (d) with regards to Consultants and other non-staff, ensure that they carry their own insurance with respect to injury, sickness or death while performing services on behalf of the UN Partner, as well as that they maintain malicious acts insurance.
26. The cost of insurance is deemed included in the Total Funding Ceiling.

REPORTING

27. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's

financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for corresponding deliverables.

28. The UN Partner will provide written Progress and Financial Reports to assist the Government in monitoring implementation progress towards delivery of Outputs , and the remaining balance under the Total Funding Ceiling. The frequency of the reporting and the reporting template is set out in **Annex III**.
29. Upon request from the Government and following consultations between the UN Partner and the Government, the UN Partner may, subject to the UN single audit principle, furnish supplemental information or documentation to provide additional details.

FORCE MAJEURE

30. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of a similar nature or force.

FRAUD AND CORRUPTION PREVENTION

31. In the event that the Government, becomes aware of information that indicates the need for further scrutiny of the implementation of the Delivery of Outputs or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the Government will promptly notify the UN Partner and the Bank.
32. The UN Partner will discuss the information with the Bank in accordance with the Cooperation Agreement between the Bank and the UN Partner dated May 11, 2018 (the "Cooperation Agreement") to agree on the course of action, including investigation and/or recovery of amounts pertaining to this Agreement.
33. To the extent consistent with the UN Partner's accountability and oversight framework, including its regulations, rules, policies and procedures, the UN Partner will inform the Government of the results of the implementation of actions taken, including where relevant, details of any recovered amounts pertaining to this Agreement. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the project code, or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.

34. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; it is being understood that "third party" does not include the UN Partner. In the case that the UN Partner and the Bank agree that the investigation will be done by the Bank, such investigation will be conducted accordance with the Bank's standard rules, policies, and procedures, including those regarding information confidentiality.
35. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement, to disclose to the UN Partner whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group³. The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the Delivery of Outputs under this Agreement.
- (b) If the UN Partner intends to issue a contract in connection with the provision of any of the activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner's decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.
- (c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under Paragraph 35(b)(iii), shall be used to defray the amounts requested by the UN Partner in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

36. This Agreement shall be governed by general principles of international law, arbitration which shall be deemed to include the UNIDROIT Principles of International Commercial Contracts (2010). Any dispute, controversy or claim arising out of or relating to this Agreement, if not settled by negotiation, conciliation or other agreed mode of settlement, shall be subject, at the request

³ www.worldbank.org/debarr.

of either Party, to in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as adopted in 2013. The number of arbitrators shall be one, and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final and binding adjudication of the dispute. The arbitration panel shall have no authority to award punitive damages. This paragraph survives the expiration or Termination of the Agreement.

EARLY TERMINATION

37. This Agreement may be terminated prior to the Completion Date ("Early Termination") by either Party upon thirty (30) calendar days' written notice to the other in the following circumstances:
- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances related to the worsened security situation in the country it can no longer implement the activities under the Agreement;
 - (b) The UN Partner does not receive payment of the full amount set forth in the invoice submitted in accordance with **Annex II** and that is not disputed by the Government, within thirty (30) calendar days of the date of such invoice;
 - (c) Either Party is in breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.
38. The obligations assumed by the Parties under this Agreement will survive Early Termination to the extent necessary to permit an orderly conclusion of all activities and settlement of accounts between the Parties. Upon receipt by one Party of the other Party's written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN Partner to submit the final Progress Report and the Final Certified Financial Statement, and settle any outstanding payments by not later than the Financing Agreement Closing Date.

MISCELLANEOUS

39. **Records keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner's documents retention policy.

40. ***Relationship between the Parties.*** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
41. ***Headings.*** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.
42. ***Notices.*** Notices will be deemed "received" as follows:
- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement of receipt;
 - (b) in the case of registered mail, fourteen (14) days after being sent; and
 - (c) in the case of electronic communications, 48 hours following confirmed transmission.
43. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.
44. ***Modifications.*** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.
45. ***Amendments.*** Substantial revisions regarding: (a) the key deliverables (outputs) as set forth in **Annex I**; or (b) extension of the Completion Date or Early Termination, or (c) the Total Funding Ceiling, may be done only by a signed written amendment by the Parties. Such amendment becomes effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved the amendment.

DESCRIPTION OF OUTPUTS AND WORK PLAN

Description of the scope of work shall include the following:

I. Summary

Somalia confirmed its first case of COVID-19 in Mogadishu on 16 March 2020. As of the week of 7-13 February 2021, there have been 5,202 confirmed cases and 152 associated deaths in the country according to the joint Ministry of Health and WHO Situation Report for the period. The cumulative positivity rate stands at 4.9 per cent, whilst the cumulative case fatality rate stands at 2.9 per cent. Despite the efforts and progress, there are still significant gaps to respond to COVID-19 in Somalia, particularly with regards to surveillance and case management. As such, IOM has been approached by the Ministry of Health of the federal government of Somalia to support by i) equipping three selected points of entry with thermal scanners; and ii) setting up an oxygen plant at a selected hospital in Somalia.

1.1. Objectives

The project's overall objective is to contribute to national preparedness and response efforts for COVID-19 in Somalia. In particular, the project responds to the Health Cluster's objective to provide safe and effective clinical care. IOM will support the Ministry of Health - Federal Republic of Somalia (FMOH) with a subset of activities are to be carried out as part of the Contingent Emergency Response Implementation Plan (CERIP).

II. Description

IOM will contribute to the following outputs of the overall Somalia Crisis Response Project:

Output 3: *Surveillance, contact tracing, and field investigation*

Activity 3.4: Equip designated major points of entry with thermal scanners to screen all travelers

Output 6: *Case management*

Activity 6.11 Procurement, commissioning and installation of an oxygen plant

III. Agreed Activities, Deliverables/Outputs and the Timeline

Output 3: *Surveillance, contact tracing, and field investigation*

Activity 3.4: Equip designated major points of entry with thermal scanners to screen all travelers

THERMAL SCANNERS - ESTIMATED COST				
Item Descriptions	Qty.	Unit	Unit Price (USD)	Total Price (USD)
Omnisense System Sentry MK4 Thermal Camera. Including: • Micro Camera Unit - V4 Dual sensor with integrated LWIR thermal and HD CMOS sensor - 30FPS - Standard FOV - Intelligent alarm - Real-time dual-channel target tracking - Real-time thermal sensor self-calibration - Network ready - LED indicator - Cloud white finish • Console Unit - Sentry embedded OS - Sentry MFSS UI controller - Multi-channel video processor - HDMI interface - Camera interface port - Network port - Micro SD card slot - USB port - Built-in buzzer - Touch screen controller - LED indicator - Cloud white finish • Micro Reference Unit - Multi-sensor package - LWIR emitter surface - LED indicator - Cloud white finish • Others - Custom padded Storm storage/shipping box - 24" Multi-touchscreen monitor - 1-year warranty certificate - Factory Calibration certificate Mobile Pedestal: - Custom heavy cast base in aluminum alloy - Heavy-duty, non-marking, lockable	3	Each	44,733	134,200

caster wheels - Custom composite worktop with integrated handle - Custom aluminum structure with removable panels - Integrated camera post - Integrated Reference unit stand storage - Integrated system storage box/UPS stand with buckled straps - Standard monitor VESA mounting point - Console unit mount - Cloud white powder-coated finish				
Installation and training on utilization of the thermal POE operators	1	Lot		20,000
Sub-total				154,200

In accordance with the MoH, the thermal scanners will be delivered to Jubbaland, Hirshabelle and Southwest States. The locations are subject to change based on the needs and upon request of the MoH.

Output 6: Case management

Activity 6.11 Procurement, commissioning and installation of an oxygen plant

OXYGEN PLANT - ESTIMATED COST				
Item Descriptions	Qty.	Unit	Unit Price (USD)	Total Price (USD)
Capacity: 30 m3 per hour. %95 Purity @ 5 Bar *. 93/42/EEC Accredited oxygen for medical use CE certificated *. ISO 10083 certificated. *. ISO 13485 certificated. *. GS1 Certificated. Technical Specification; *. Compressor KAESER Made in Germany a. 10Bar b. Oil Lubricated c. Screw type d. 3 phase 380 Volt 50 Hz *. Dryer Made in Japan a. Refrigerated type, b. 16 Bar	1	Each	200,000	200,000

*. Medical 1 stage filter a. 16 Bar b. Water, Oil, c. Activated Carbon 0,003 μ d. Particle 0,01 μ *. Air buffer tank a. 11 Bar working pressure b. 16 Bar test pressure c. Safety valve e. Manometer *. Medical Oxygen Generator: a. Molecular Sieves 10 years warranty, b. Valves: 5.000.000 times open close warranty c. Regulator 0 – 16 Bar d. Pneumatics 0 – 16 Bar e. PLC Control Panel with screen *. Oxygen buffer tank b. 16 Bar test pressure c. Safety valve e. Manometer *. Medical 1 stage filter a. 16 Bar b. Sterile filter 0,001 μ - Medical oxygen filling unit with ramp. 1 Unit *. Capacity: 26 m3 per hour. *. All type of cylinders, 5 liters to 50 liters. *. Discharge pressure: 150 Bar *. Air cooling system *. Two stage. *. Each stage temperature screen. *. Two stager safety valves *. High temperature control system *. Each stage pressure monitoring				
Medical Oxygen Cylinder and connection	Each	260	450	117,000
Generator	Each	1	45,000	45,000
Installation, maintenance and training	Lumpsum	1	78,000	78,000
Sub-total				440,000

IV. Work Plan

		2021 Q3	2021 Q4	2022 Q1	Remarks
1	Output 3 –		X	X	Q3: Supply orders will be placed, subject to availability and the receipt of funds. Q4: Supplies will be received in country after 3-4 months of shipment by sea. Subject to tax exemption and customs clearance, the supplies will be delivered directly to each State MOH. Quarterly Progress Reports will be submitted after the 45 th calendar day of every quarter 15st August 2021 15th November 2021 A final report will be submitted three (3) months after the Agreement Completion Date.
2	Output 6 –		X	X	
8	Progress Reports (per Annex III frequency)		X	X	
9	Final Financial Statement				Within 3 months after Agreement Completion Date.

TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

I. Total Funding Ceiling

Outputs/Activities	Total for Y1 (US\$)	Notes
3.4.	154,200	
6.9.	440,000	
Total of Items	594,200	
Supply, Logistics and Technical Assistance Support	220,285.98	
Programmable Amount Sub-Total	814,485.98	
Indirect Costs	57,014.02	
Total Funding Ceiling	871,500	

IOM shall indicate if any part of this Agreement is delegated to another UN organization, third party or an implementing partner(s): No.

II. Payment Schedule

- The following schedule applies to the payments to the International Organization for Migration by the Government.*

Milestone	Percentage of Total Funding Ceiling	Total Value of Payment (USD)
1. Upon signature of this agreement by the Ministry of Finance, FGS and International Organization for Migration	100%	\$871,500
Total Contribution	100%	\$871,500

Payment Details

Currency	Swift Code	Name of Bank	Account no. other codes
US Dollars USD	CITIUS33	CITIBANK, N.A. NEW YORK	30557053

2. All payments are made on the basis of IOM invoice (payment request) to the Government with a copy to the Bank, as per Paragraph 9 of the Agreement.

REPORTING REQUIREMENTS

Reporting to PIU	Reporting - Key Tasks	Due dates
Quarterly Project Reports	Due to PIU every calendar quarter. Includes narrative and annexed financial report	Reports, covering the full calendar quarter, to be submitted no later than on the 21st (narrative) and 30 th (financial) of the following month after the end of a calendar quarter.
Quarterly Environmental & Social Reports (E&S)	As per E&S reporting format provided by the PIU	Reports, covering the full calendar quarter, to be submitted no later than on the 21st of the following month after the end of a calendar quarter.
Monthly Update	Updated Indicator tracking tool; Bullet points on key progress; Highlights from E&S (template to be provided by the PIU); Risk/ Issue log update.	Reports, covering the previous calendar month, to be submitted no later than on the 5th of the following calendar month.
Reporting of severe incidents	Reporting of severe incidents, including SEA/SH and child abuse complaints/cases, fatal incidents, severe security-related incidents (See definition in the ESMF)	Within 48 hours, once confirmed, to PIU, with copy to World Bank
MIS	Continuous M&E data upload to the MIS	'Live' process (Until the MIS is operational at the field-level, IPs need to submit data in digital form to the PIU who enters or uploads it into the MIS manually).
Final Progress Report		Due 2 months after the end of the project.

- (a) Interim financial reporting on the use of funds and the Payment Request for the next installment signed by an authorized IOM staff in charge of Delivery of Outputs (a sample format is provided below);
- (b) In the case of the final Progress Report upon Completion or Early Termination, a consolidated financial summary on the use of funds for deliverables set forth in **Annex I**, offset of any paid advances, and any uncommitted balances to be refunded shall be included. The Government will consult with the Bank and will provide IOM with the payment instructions.

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made by IOM to the third parties in other currencies according to IOM's policies.

The final Progress Report shall include a financial statement signed by an authorized official of the UN Partner:

“We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. All documentation authenticating these expenditures has been retained by IOM in accordance with its document retention policy and will be available to IOM’s External Auditors for examination in the course of the audit of IOM’s Financial Statements.”



PROJECT TITLE
[INTERIM/FINAL] FINANCIAL REPORT
for the period from [xxx] to [xxx]

				USD
CONTRIBUTIONS		Prior period	Current period	TOTAL
Donor [date of contribution]				0
Donor [date of contribution]				0
Total resources		0	0	0
EXPENSES	Budget	Prior period	Current period	TOTAL
OUTCOME 1- XXX				
Output 1.1 - XXX				
Staff expenses				0
Office expenses				0
Operational expenses				0
Subtotal - Output 1.1	0	0	0	0
Output 1.2 - XXX				
Staff expenses				0
Office expenses				0
Operational expenses				0
Subtotal - Output 1.2	0	0	0	0
OUTCOME 2- XXX				
Output 2.2 - XXX				
Staff expenses				0
Office expenses				0
Operational expenses				0
Subtotal - Output 2.2	0	0	0	0
Cross-cutting expenses	0	0	0	0
Monitoring and evaluation expenses	0	0	0	0
Subtotal direct expenses	0	0	0	0
Indirect cost (7%)	0	0	0	0
Total expenses	0	0	0	0

Balance of resources carried forward/due to IOM at [date]

USD 0

As the responsible project manager, I certify that the financial and narrative reports are correctly stated in accordance with IOM internal rules and procedures.

IOM Project ID: XX.XXXX
 IOM Endorsement no : XXXX.XXX

 [Project Manager's name]
 [Project Manager's title]
 [Place, day/month/year]

Quarterly Project Report Format (Implementing Partner to PIU)

PROGRESS TOWARDS EXPECTED RESULTS

[Insert the relevant SCRP Component/s and describe major developments and progress towards each output and activity from your work plan.]

OVERVIEW OF FINANCIAL INFORMATION

[Summary table and brief narrative on any key financial management issues/challenges relating to the operating context, any variance to the original (or formally amended) cash flow.]

MONITORING AND EVALUATION

[What M&E efforts have been undertaken? Has independent verification taken place during the reporting period? Please describe the main findings.]

ENVIRONMENTAL AND SOCIAL SAFEGUARDS

[Narrative summary: full E&S Report as Annex]

RISKS, ISSUES AND MITIGATION MEASURES

[Insert risk/ issue log and add short summary narrative]

COMMUNICATION AND VISIBILITY

[Report progress made in regard to communication/visibility strategy]

CHALLENGES AND LESSONS LEARNED

[Name LL, positive and negative, and explain how they will be used to inform your intervention. Add clearly attributable recommendations, if any.]

Annexes:

- Financial Report
- Updated Work Plan, if applicable
- E&S General Quarterly Report
- Project photographs (with caption in separate folder)

Implementing Partner (IP) Monthly Update *[Extract from Excel document]*

SCRP Performance Indicator Tracking Tool												
Implementing Partner:												
Project and start date:												
Reporting month:												
For monthly IP reporting to the PIU												
Outputs and Activities	Indicators	Project Duration	LOP Target	Monthly progress (non-cumulative)								
				Oct 20			Nov 20			Dec 20		
				Actual as of Oct 20 ending	% progress towards LOP target	% progress towards quarterly target	Actual as of Nov 20 ending	% progress towards LOP target	% progress towards quarterly target	Actual as of Dec 20 ending	% progress towards LOP target	% progress towards quarterly target

ANNEX IV

COUNTERPART STAFF, SERVICES, FACILITIES AND PROPERTY TO BE PROVIDED BY THE GOVERNMENT

The Parties recall the provisions of the Basic Agreement, including those relating to the facilities to be provided by the Government for the execution of the International Organization for Migration assistance, and the Parties reconfirm that the Government shall provide the facilities, exemptions, privileges and immunities provided for in the Basic Agreement.

Without prejudice to the foregoing, the Parties agree that the Government commits to provide, at its own expense and at no cost to the International Organization for Migration, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with the International Organization for Migration's team): Contact persons and locations for goods distribution are as shown in the table below.

NAME	TITLE	E-MAIL ADDRESS	PHONE NUMBER	STATE MOH WAREHOUSE PHYSICAL ADDRESS
Tahlil Ibrahim	Hirshabelle MoH DG	tahlilibra2@gmail.com	+252612114603	Koshin section, Beletwein Regional Hospital, Beletwein town, Hiran Region/Horsed Section, Jowhar Regional Hospital, Middle shabelle-Hirshabelle state, Somalia.
Abdiwali Ahmed	Galmudug MoH DG	cabdiwali05@gmail.com	+252618555505	Horsed Section, Dusamareb regional Hospital, Dusamareb town, Galgadud Region, Galmudug state, Somalia.
Abdirizak Hersi	Puntland MoH DG	abdirizak30@yahoo.com	+252-90-7793333	Uphill road, MoH, Garowe, Puntland, Somalia
Hussein Mohamed	Southwest MoH DG	dr.hussien114@gmail.com	+252615849683	Adada Section, Baidoa town, Bay Region, South West State, Somalia
Idris Hassan	Jubbaland MoH DG	dg-moh@jubalandstate.so	+252619604216	Mahfalka, Farjano section, Kismayo town, Lower Jubba-Jubbaland state, Somalia.
Yusuf Omar	FMoH supply chain manager	supply@chainmoh.gov.so	+252612117461	De Martino street, Mogadishu, Somalia
Cismaan Ibraahim Xayd	National Supply Chain Manager Mohd Somaliland	osmanhayd@gmail.com	0634446733/0654446733	Hargeysa, Somaliland

- (b) Surveys and Technical Inputs *n/a*
 (c) Services *n/a*
 (d) Facilities *n/a*
 (e) Property *n/a*
 (f) Other *n/a*

COST OF IOM's SERVICES

1. Full cost comprises Direct Cost and Indirect Cost.
2. Direct Cost calculations are shown as line items in the Total Funding Ceiling calculations in **Annex II**.
3. Indirect Cost applicable to this Agreement is 7 percent and is a standard project overhead rate according to the IOM's Council Resolution.

ANNEX VI

Environmental and Social Risk Management Measures

This agreement is for the exclusive use of in the Somalia Crisis Recovery Project (SCRCP). It is not based on a standard template, contains exceptions granted under the World Bank's regulations for this project only. It shall not be replicated and used in any other projects or country without prior consent of the World Bank.

The International Organization for Migration will assist the Government in compliance with the requirements of the Financing Agreement between the FGS and IDA, and will comply with all relevant obligations under the Financing Agreement, the Environmental and Social Commitment Plan (ESCP), and the Project's Environmental and Social Instruments, as relevant to the outputs listed in this Agreement.

Within the context of this Agreement, the Project's Environmental and Social Instruments that apply to the UN Partner, Consultants, and Contractors are as follows:

Environmental and Social Management Framework (ESMF) – including GBV/SEA/SH Action Plan; Labour Management Procedures; Grievance Redress Mechanisms -, dated 9 February 2021

Stakeholder Engagement Plan (SEP), dated 22 July 2020

Security Management Framework (SMF), dated 22 August 2020

Contingency Emergency Response Component (CERC) – ESMF, dated 25 July 2020