

**Somalia Country Office**

Delta Center, Menengai Road, Upper Hill
P.O. Box 30577
Nairobi

Tel: (254-20) 293 6000
Fax: (254-20) 293 6380 / 381

Date 28-Jun-2024

H.E. Bihi Iman Egeh
Minister of Finance
Federal Republic of Somalia
Mogadishu, Somalia

Excellency,

***Somalia: Somalia COVID-19 Emergency Vaccination Project
(Grant Numbers: D909-SO, E109-SO, and TF0B8819)
Letter of Amendment***

We refer to the: (a) financing agreement between the Federal Republic of Somalia (the “Recipient”) and the International Development Association (the “Association”) dated October 26, 2021 (the “Original Financing Agreement”) as amended; (b) financing agreement between the Recipient and the Association, dated July 21, 2022 (the “Financing Agreement”); and (c) grant agreement between the Recipient and the Association, acting as administrator of the Health Emergency Preparedness and Response Multi-Donor Trust Fund (HEPR MDTF) dated July 21, 2022 (the “Grant Agreement”) (collectively, “Agreements”) - for the Somalia COVID-19 Emergency Vaccination Project (the “Project”). We also refer to your letter dated August 5, 2023, requesting the Association to restructure the Project.

We are pleased to inform you that the Association has agreed to amend the Project as set forth below:

1. Schedule 1 to the Agreements is amended to read as set forth in annex 1 to this letter of amendment (“Amendment Letter”).
2. Section I.E. of Schedule 2 to the Original Financing Agreement and Financing Agreement is amended as set forth in annex 2 to this Amendment Letter.
3. The Withdrawal Table under Section III.A of Schedule 2 to the Original Financing Agreement is amended as set forth in annex 3 of this Amendment Letter.
4. The Appendixes to the Agreements are hereby modified by:
 - (a) amending the following definitions, as applicable, set forth below:

Please, kindly confirm your agreement, on behalf of the Recipient, to the amendments mentioned above by countersigning and dating this Amendment Letter. This Amendment Letter shall become effective upon the date of your countersignature.

Sincerely,

Keith E. Hansen

Keith E. Hansen
Country Director
Kenya, Rwanda Somalia, and Uganda
Eastern and Southern Africa Region

CONFIRMED AND AGREED:
FEDERAL REPUBLIC OF SOMALIA

By: *H.E. Bihi Iman Egeh*
 Authorized Representative
Name: H.E. Bihi Iman Egeh
Title: Minister of Finance
Date: 06-Jul-2024

Annex 1**“SCHEDULE 1
Project Description**

The objective of the Project is to support the Federal Republic of Somalia to acquire and deploy Project COVID-19 Vaccines, strengthen national immunization capacity, and support the continuity of essential health services.

The Project constitutes a phase of the MPA Program and consists of the following parts (each a “Component”):

Component 1: Vaccine Deployment and Acquisition

- 1.1. Engaging UN Agencies to assist the Recipient to: (a) strengthen the transportation, supply chain and logistics capacity for in-country distribution of Project COVID-19 Vaccines, including implementing a climate sensitive vaccination planning, the procurement or repair/refurbishment of climate friendly cold-chain equipment; (b) recruit additional health and community workers, as well as support personnel for the carrying out of the vaccination campaign; and (c) strengthen human resource capabilities and availability through training of health workers, community works and other personnel required for the delivery, storage, handling, transportation, tracking and safety of Project COVID-19 Vaccines.
- 1.2. Engaging UN Agencies to support the Recipient’s mobilization of communities to increase confidence on Project COVID-19 Vaccines and improve acceptability and expand uptake thereof, through *inter alia*, designing and rolling out a national risk-communication plan and activities to promote community participation in the COVID-19 vaccination campaign, including: (a) developing and refining communication materials and tailoring messages to different groups using, among others, social media and audio-visual solutions; (b) carrying out community outreach activities; (c) mobilizing local and religious leaders to raise awareness; (d) developing and piloting a vaccine-ambassador program; (e) establishing/supporting national and state hotlines for accurate Project COVID-19 Vaccines’ information; and (f) researching on obstacles and enablers to vaccine uptake by gender, geographic and socio-economic groups.
- 1.3. Acquiring Project COVID-19 Vaccines whether directly from manufacturers, and/or from excess stock from other countries; and/or through AVAT, or other multilateral aggregation mechanisms, provided they comply with the Association’s eligibility and fiduciary requirements.
- 1.4. Strengthening health care waste management systems through: (a) improving standards and protocols for the handling of wastes (including in flood-prone areas) and preventing/mitigating occupational health hazards; and (b) procuring waste management and disposal supplies and equipment for the collection, transportation and disposal/incineration of medical wastes.
- 1.5. Engaging UN Agencies to support the Recipient’s COVID-19 vaccination campaign through the procurement and vaccine handling and administration supplies.

Component 2: Implementation Management

- 2.1. Engaging UN Agencies to provide support in the roll-out of the COVID-19 vaccination campaign by strengthening the institutional capacity at federal and state levels to: (a) enhance monitoring, evaluation, oversight and implementation of the COVID-19 vaccination program; (b) develop and implement vaccine safety regulations; (c) prepare procurement packages for Project COVID-19 Vaccines; (d) elaborate logistic plans for vaccine delivery, including contingency plans in case of climate emergencies; (e) track and monitor the impact of the COVID-19 vaccination program, including designing a vaccination reporting, adaptation, registration and monitoring system and strengthening the integrated disease surveillance and response system to detect adverse effects following immunization; and (f) recruitment of additional personnel to ensure delivery of essential health services.
- 2.2. Providing: (a) planning and implementation support at federal and FMSs/BRA levels (including to Somaliland) for onsite supervision missions and vaccine-related logistics; and (b) technical assistance to strengthen FMSs/BRA's institutional capacity for planning, and programming Project activities, and carrying out quality controls and monitoring compliance with social and environmental standards/obligations, including training, of health and community workers and personnel responsible for Project COVID-19 Vaccine deployment.
- 2.3. (a) Engaging/hiring third party independent monitoring for the COVID-19 vaccination campaign (including vaccine acquisition and deployment); and (b) engaging/hiring a security risk management company/firm to conduct security risk assessments and prepare security management plans for the COVID-19 vaccination campaign.

Component 3: Continuity of Essential Health Services

- 3.1. Developing/strengthening the emergency response capacity at selected secondary or tertiary public hospitals to respond to COVID-19 pandemic, through: (a) upgrading hospital infrastructure, setting up isolation areas, and fully functioning emergency departments and procuring respiratory support devices, solar power oxygen generation and blood therapy inputs/devices to enhance blood transfusions, respiratory therapy and triage response capabilities; (b) developing climate emergency preparedness and response plans, establishing climate emergency response teams, and upgrading medical capacity to response to handle climate shock related health impacts; and (c) renovation, rehabilitation and construction of medical facilities to improve their climate-change adaptation and resilience.
- 3.2. Engaging UN Agencies to assist the Recipient to strengthen the provision of essential health services by selected public primary care facilities through: (a) the procurement and distribution of pharmaceuticals (e.g. maternal and child care medicines); and (b) the procurement and distribution of basic healthcare supplies and equipment (e.g. gloves, clamps, soap, disinfectant, gauze, cord clamps or suture scissors, sterile barriers, etc.).
- 3.3. *Engaging UN Agencies to assist the Recipient in the implementation of essential health services in selected underserved districts.*

Component 4: Strengthening Solar-Powered Cold Chain

Renovating and expanding the central cold chain storage facility.”

Annex 2**“E. Output Agreements with UN Agencies**

1. For purpose of carrying out Sub-Component 2.1 of the Project the Recipient shall enter into, and thereafter maintain throughout the period of Project implementation, an output agreement with WHO, under terms and conditions approved by the Association (the “WHO Output Agreement”), whereby the Recipient shall: (a) hire the services of WHO to implement the above referred Sub-Component activities in accordance with the provisions of the Project Operations Manual, and the requirements of the ESS and ESCP, including: (i) providing technical support on the vaccination campaign, including supporting policy formulation, tracking and monitoring of vaccination coverage and support to training and recruitment; (ii) ensuring adequate co-operation with FMSs/BRA and Somaliland; (iii) transferring beneficiary data to MoH in accordance with appropriate protocols; and (iv) reporting regularly to MoH on the progress achieved in the implementation of Project activities and any challenges and/or obstacles thereto; and (b) agree the direct payment/advance of the proceeds of the Financing from the Association to WHO.
2. For purpose of carrying out Component 1 and Sub-Component 3.2(a) of the Project, the Recipient shall enter into, and thereafter maintain throughout the period of Project implementation, an output agreement with UNICEF, under terms and conditions approved by the Association (the “UNICEF Output Agreement”), whereby the Recipient shall: (a) hire the services of UNICEF to carry out the referred activities in accordance with the provisions of the Project Operations Manual, and the requirements of the ESS and ESCP, including: (i) technical and operational support to provide facilitated acquisition quantification support and equitable access to Project COVID-19 Vaccines, as well as procurement and installation of cold chain equipment, supporting the Recipient’s communication strategy and providing training for Project COVID-19 rollout; (ii) the procurement, allocation and distribution of pharmaceuticals among selected public primary care facilities as per the POM; (iii) adequate co-operation with FMSs/BRA and Somaliland; (iv) transfer of beneficiary data to MoH in accordance with appropriate protocols; and (v) regular reporting to MoH on the progress achieved in the implementation of Project activities and any challenges and/or obstacles thereto; and (b) agree the direct payment/advance of the proceeds of the Financing from the Association to UNICEF.
3. For purpose of carrying out Sub-Components 3.1, 3.2(b) and Component 4 of the Project, the Recipient shall enter into, and thereafter maintain throughout the period of Project implementation, an output agreement with UNOPS, under terms and conditions approved by the Association (the “UNOPS Output Agreement”), whereby the Recipient shall: (a) hire the services of UNOPS to carry out the referred activities in accordance with the provisions of the Project Operations Manual, and the requirements of the ESS and ESCP, including: (i) the rehabilitation, renovation and/or reconstruction of selected secondary or tertiary public hospitals; (ii) the procurement, allocation and distribution of healthcare/hospital supplies among selected public primary care facilities as per the POM; (iii) the technical and operational support to develop climate emergency preparedness and response plan and the establishment emergency response teams; (iv) the procurement and installation of solar-powered technology for cold chain and facilities electrification; (v) the adequate co-operation between MoH and the FMSs/BRA, and with/among the FMSs/BRA and Somaliland; and (vi) the regular reporting to MoH on the progress achieved in the implementation of Project activities, and any challenges

and/or obstacles thereto; and (b) agree the direct payment/advance of the proceeds of the Financing from the Association to UNOPS.

4. **For the purpose of carrying out Sub-component 3.3. of the Project, the Recipient shall enter into, and thereafter maintain throughout the period of Project implementation, an output agreement with UNFPA, under terms and conditions approved by the Association (the “UNFPA Output Agreement”), whereby the Recipient shall: (a) hire the services of UNFPA to carry out the referred activities in accordance with the provisions of the Project Operations Manual, and the requirements of the ESS and ESCP, including requiring UNFPA to implement essential health services in underserved districts; and (b) agree the direct payment/advance of the proceeds of the Financing from the Association to UNFPA.**
5. In furtherance to the provisions of paragraphs 1, 2, 3, and 4 (above) of this Section, the Recipient shall ensure that the WHO Output Agreement, the UNICEF Output Agreement, the UNOPS Output Agreement, and the UNFPA Output Agreement require that WHO, UNICEF, UNOPS, and UNFPA (collectively the “UN Agencies”):
 - (a) maintain in a separate account in their respective records (“Financing Control Account”) a complete, true, and faithful record of all the advances received from, and transaction done with, the proceeds of the Financing and of all the expenditures paid from such advance.
 - (b) retain all records (contracts, orders, invoices, bills, receipts, wiring instructions and other documents) evidencing the expenditures under the Project until at least the later of: (i) one (1) year after the Association has received the interim unaudited financial reports covering the period during which the last withdrawal from the Financing Control Account was made; and (ii) two (2) years after the Closing Date.
 - (c) prepare, on a quarterly basis, interim unaudited financial reports, as per the format to be agreed with the Association to adequately reflect the operations, resources and expenditures related to the Project, the first said interim unaudited financial reports shall be furnished to the Association no later than thirty (30) days after the end of the first quarter after the date of the respective output Agreement.
 - (d) at the request of the Recipient, carry out an audit of Project activities with terms of reference acceptable to the Recipient and/or the Association; and
 - (e) do not transfer or channel any of the proceeds of the Financing to public officials or employees employed by any government entities of the Recipient or the FMSs/BRA or Somaliland, nor procure any items from them or their immediate family members.
6. The Recipient shall exercise its rights under the WHO Output Agreement, the UNICEF Output Agreement, UNOPS Output Agreement, and UNFPA Output Agreement, in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the agreements or any provision contain therein (whether in whole or in part).

7. In the event of any conflict between the provisions of the WHO Output Agreement, the UNICEF Output Agreement, UNOPS Output Agreement, and/or UNFPA Output Agreement, on the one side, and those of this Agreement on the other side, the provisions of this Agreement shall prevail.”

Annex 3

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Salaries, Incremental Operating Costs and Workshops and Trainings for the Project activities implemented by and/or financed through the UN Agencies	27,300,000	100%
(2) Goods, works, non-consulting services, consulting services, Salaries, Incremental Operating Costs and Workshops and Trainings under the Project (other than those implemented by and/or financed through the UN Agencies)	4,300,000	100%
TOTAL AMOUNT	31,600,000	