

698-0410.23

Africa Regional

Expanded Program for Immunization

(SOMALIA)

PRO AG

FY 79

Expanded Program for Immunization
Project No. 698-0410.23
Agreement No. 79-7

Date: August 30, 1979

PROJECT GRANT AGREEMENT

Between

Somalia Democratic Republic ("Grantee")

And

The United States of America, acting through the
Agency for International Development ("A.I.D.")

ARTICLE I

The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE II

The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of the financing of certain foreign exchange and local currency costs of goods and services. The Project consists of a program to assist the Ministry of Health provide an immunization program for children under age five. A.I.D. will contribute consultants, supplies and equipment to this multi-donor effort that will bring about a marked decrease in morbidity and mortality caused by six childhood diseases. Annex 1, attached, amplifies the definition of the Project contained in this Section 2.1. Within the limits of the definition of the Project in this Section 2.1, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2 without formal amendment of this Agreement.

SECTION 2.2. Financial Nature of Project.

(a) It is anticipated that A.I.D.'s contribution over the life of the Project (one year) will be approximately \$200,000.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee may specify in Project Implementation Letters appropriate time periods of the utilization of funds granted by A.I.D.

ARTICLE III

Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed Two-hundred thousand United States ("U.S.") Dollars (\$200,000) ("Grant"). The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project, all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the overall Project will be not less than the equivalent of U.S. \$30,000, excluding costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1981 or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE IV

Condition Precedent to Disbursement

SECTION 4.1. Disbursement. Prior to the disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office of the Grantee specified in Section 8.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 4.2. Notification. When A.I.D. has determined that the Condition Precedent specified in Section 4.1 has been met, it will promptly notify the Grantee.

SECTION 4.3. Terminal Dates for the Condition Precedent. If the Condition Precedent specified in Section 4.1 has not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Grantee.

ARTICLE V

Special Covenants

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as an integral part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) Evaluation of progress toward attainment of the objectives of the Project;

(b) Identification and evaluation of problem areas or constraints which may inhibit such attainment.

(c) Assessment of how such information may be used to help overcome such problems, in this or other projects; and

(d) Evaluation to the degree feasible of the overall development impact of the Project.

SECTION 5.2. Implementation of Project. During the implementation of the Project, the Grantee agrees:

(a) To maintain at its own expense all A.I.D. financed Project vehicles and commodities; and

(b) To provide adequate fuel and lubricant supplies for Project vehicles.

ARTICLE VI

Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1 (b) with respect to marine insurance.

Ocean transportation costs will be financed under the Grant only on vessels under flag registry of the United States or Somalia, except as A.I.D. may otherwise agree in writing. If A.I.D. determines that there are no vessels under flag registry of Somalia generally available for ocean transportation, or Somalia has no access to U.S. flag service, A.I.D. in a Project Implementation Letter may agree to finance under the Grant ocean transportation costs on vessels under flag registry of any country included in A.I.D. Geographic Code 941.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Somalia Democratic Republic ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

ARTICLE VII

Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of the Condition Precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with terms of this Agreement by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods and services, or (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers through Letters of Credit or otherwise for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of condition precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained.

(1) by acquisition by A.I.D. with U.S. Dollars by purchase (or from local currency already owned by the U.S. Government); or

(2) by A.I.D. requesting the Grants to make available the local currency for such costs, and thereafter making available to the Grantee, through the opening or amendment by A.I.D. of Special Letters of Credit in favor of the Grantee or its designee an amount of U.S. Dollars equivalent to the amount of local currency made available by the Grantee, which Dollars will be utilized for procurement from the United States under appropriate procedures described in Project Implementation Letters.

The U.S. Dollar equivalent of the local currency made available hereunder will be, in the case of subsection (b) (1) above, the amount of U.S. Dollars required by A.I.D. to obtain the local currency and in the case of subsection (b) (2) above, an amount calculated at the rate of exchange specified in the applicable Special Letter of Credit Implementation Memorandum hereunder as of the date of the opening or amendment of the applicable Special Letter of Credit.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Somalia Democratic Republic by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of Somalia Democratic Republic at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the Somalia Democratic Republic.

ARTICLE VIII

Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed only given or sent when delivered to such Party at the following addresses

To the Grantee:

Mail and Cable Address: State Planning Commission
 ·Mogadishu
 ·Somalia

To A.I.D.

Mail Address:	Director USAID/Somalia Mogadishu, Somalia
Alternate Address for cables:	AMEMBASSY MOGADISHU

All such communication will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Grantee, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the Office of Chairman, State Planning Commission; and A.I.D. will be represented by the individual holding or acting in the Office of Director USAID/Somalia each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex-I. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

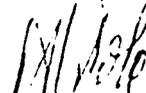
IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

SOMALIA DEMOCRATIC REPUBLIC

By: 
 Title: Ahmed Habib Ahmed
Chairman, State Planning
Commission

By: 
 Title: Muse Rabile Good
Minister of Health

UNITED STATES OF AMERICA

By: 
 Title: Arjuna Abayomi-Cole
Health Development Officer

By: 
 Title: P. V. Palomba
Acting Director/USAID

ANNEX 1

PROJECT DESCRIPTION

The Expanded Program of Immunization (EPI) is geared to assist the Ministry of Health provide immunization for children under five years of age throughout the country. This multi-donor project is a Somali Government initiative to utilize all existing and planned health delivery systems to provide preventive health services to rural poor children who are not served by the existing system.

Epidemiological studies have identified six major childhood diseases in Somalia which can be prevented by vaccines. These are neonatal tetanus, pertussis, measles, tuberculosis, diphtheria, and poliomyelitis, and both morbidity and mortality can be greatly reduced by vaccination. The Ministry of Health, working through their regional and district hospitals, health and MCH centers and mobile teams will be responsible for implementing the program.

A.I.D. will provide technical assistance, training, cold chain equipment, medical supplies and other medical equipment, office equipment and supplies and vehicles for supervision and logistical support. Also, the on-going A.I.D. project, Rural Health Delivery, will assist with the Immunization Program in four regions.

	<u>BUDGET 1979</u>	
	(\$ U.S.)	
Technical Assistance	18,000	
Equipment and Shipping	98,000	
Vehicles	<u>84,000</u>	
(A.I.D. Sub-total)		200,000
Equipment/Supplies	30,000	
In-Kind (mainly salaries)	<u>90,000</u>	
(GSDR Sub-total)		120,000
Equipment/Supplies/Training (WHO)	150,000	
Vehicles (Kuwait and UAE)	100,000	
Vaccines and Refrigerators (UNICEF)	100,000	
Vaccines and Equipment (Switzerland)	<u>80,000</u>	
(Other Donor Sub-total)		<u>430,000</u>
Total Project (1979)		750,000