



HE Dr Fawziya Abikar Nur
Minister of Health and Human Service
Federal Ministry of Health and Human Service
Somalia

25 March 2021

***Decision Letter: Gavi support for implementation of
Cold Chain Equipment Optimisation Platform Support in 2018-2022***

Your Excellency,

I am writing in relation to provision of Gavi support for the implementation of Cold Chain Equipment Optimisation Platform Support (CCEOP) programme (the “**CCEOP Programme**”) in Somalia.

I am pleased to inform you that Gavi has **approved** 2020 years of support for implementation of the CCEOP Programme subject to several terms, conditions and requirements as specified in the Appendices to this letter.

The Appendices include the following important information:

Annex A: Financial and Programmatic information – Cold Chain Equipment Optimisation Platform Support programme

Annex B: Gavi Terms and Conditions

Please do not hesitate to contact my colleague Ms Nadia Lasri nlasri@gavi.org if you have any questions or concerns.

Yours sincerely,

Pascal Bijleveld
Director of Country Support, Country Programmes

cc: The Minister of Finance
The Director of Medical Services
Director Planning Unit, MoH
The EPI Manager
WHO Country Representative
UNICEF Country Representative
WHO HQ
UNICEF Programme Division
UNICEF Supply Division

Annex A

Decision Letter

Somalia

Cold Chain Equipment Optimisation Platform Support

This Decision Letter forms a part of the Partnership Framework Agreement (PFA) and together with the PFA sets out the Programme Terms of the Programme. Any term used in this Decision Letter but not defined shall have the meaning given to such term in the PFA. The English language version of this Decision Letter shall prevail in the case of any conflict with terms expressed in any other language.

1. Country: Somalia

2. Grant Number: SOM-CCEOP

3. Date of Decision Letter: 25 March 2021

4. Date of the Partnership Framework Agreement: Not Applicable

5. Programme title: Cold Chain Equipment Optimisation Platform (CCEOP).

6. CCE OP terms:

The aim of the CCE OP support is to support countries with improving their supply chains and contribute to efforts to strengthen the coverage and equity of immunisation; as specified in:

- The relevant Gavi CCE OP application instructions and form - please contact your Senior Country Manager for these documents.
- The most recent Gavi CCE OP technical guide - please contact your Senior Country Manager for the guide.
- The country's approved CCE OP proposal and any responses to the CCE OP IRC request for clarifications.

7. Programme duration: 2018-2022

8. Joint Investment Classification: Country 20% joint investment, Gavi 80% joint investment

9. Programme Budget (indicative):

This is the amount of an estimated multi-year budget endorsed by Gavi under the Programme.

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¹ This is the total amount endorsed by Gavi for the entire duration of the Programme.

² This amount includes the standard UNICEF Procurement Services buffer to cover increase in costs resulting from currency fluctuations or other costs variables and will be returned to the country at the completion of the contract, if unused. The UNICEF standard Procurement Services handling fee for the country joint investment is in addition to the above Country Maximum Budget (US\$) (see relevant section).

Please contact the UNICEF office for further information.

	2018-2019	2020	2021	2022	2023	2024	TOTAL ¹
Gavi maximum Budget (US\$)	2,625,972	1,863,447	17,243	16,000	-	-	4,522,662
Country maximum Budget ² (US\$)	656,493	465,862	4,311	4,000	-	-	1,130,666
Programme Budget (US\$)	3,282,465	2,329,309	21,554	20,000	-	-	5,653,328

10. Indicative number of equipment and annual amounts:

(i.e. Total Platform investment from Gavi and the country). The country acknowledges that the Annual Amount will be disbursed directly to UNICEF Supply Division as the agreed implementing agency.

Type of equipment to be purchased with Gavi and country funds in each year	2020	2021
LT passive devices, < 30L, ARKTEK-YBC-5	11	-
OffG SDD ref w/o frz, > 120L, TCW4000SDD	24	-
OffG SDD ref w frz,30 - < 60L,TCW40SDD	146	-
OffG SDD ref w frz,60 - < 90L,TCW2043SDD	64	-
TMD 30DTR, Fridge-Tag 2 E	245	-
CCE buffer	1	-
CCE freight costs	1	-
Total annual Amount (US\$)	2,329,309	-
Annual Amount from Gavi (US\$)	1,863,447	-
Annual Amount from the country (US\$)	465,862	-

11. Financial clarifications:

Not Applicable

12. Procurement agency:

UNICEF is the sole procurement agency for the CCEOP. Gavi and the country shall release their joint investment share each year to UNICEF. If the country share is to be financed with Gavi HSS, Gavi (after due consideration with the country) shall withhold such funds from disbursements and release them to UNICEF at the appropriate time.

13. Procurement fee:

As part of the UNICEF Procurement Services modality, the country will be responsible for paying a standard **Procurement Services fee on the country joint-investment amount**. The Procurement Service handling fee is in addition to the above Country Maximum Budget (US\$). Please contact the UNICEF office for further information.

14. Additional reporting requirements:

Reports and other information	Due Date
<p>If relevant, countries are required to develop an operational deployment plan and submit the following year's equipment purchase to UNICEF.</p>	<p>Within 60 days of receiving the decision letter.</p>
<p>In accordance with applicable Gavi processes, the country shall report on programmatic and financial performance including (but not limited to) the following indicators as proposed by the country:</p> <ul style="list-style-type: none"> • CCE Replacement/Rehabilitation in existing equipped sites: Percentage of existing sites with (non) functional and/or obsolete non-PQS and PQS equipment to be replaced with platform-eligible ILR, SDD or long-term passive devices (including equipping sites with a larger equipment); • CCE Expansion in existing sites: Percentage of existing sites being equipped with ADDITIONAL pieces of equipment for new vaccine introduction and/or to serve an increasing population; • CCE Extension in unequipped existing and in new sites: Percentage of previously unequipped sites (providing immunisation services or not, including existing sites without active devices) and new service sites being equipped with platform eligible equipment; • CCE maintenance: Well-defined indicator proposed by the country to reflect appropriate maintenance of equipment; for example percentage of equipped facilities with functioning cold chain,³ such as demonstrated by remote temperature monitoring; • Freeze-free to non-freeze-free carrier ratio: Ratio of freeze-free cold boxes/carriers to non-freeze-free cold boxes/carriers in the country; and • Submission of yearly updated CCE inventory <p>The selected indicators should be included in the country's performance framework in order to track the results of the replacement and/or expansion plan and/or implementation of the maintenance plan.</p>	<p>As agreed in the Grant Performance framework</p>

³ **Indicator definition:** % CCE functioning = (#functioning CCE devices)/(total # of CCE devices designated for use). CCE devices considered for this indicator include all refrigerators, fixed passive storage devices, walk-in cold rooms and freezers designated for string vaccines. Both the numerator and denominator should be collected from the same geographical area/period in time and should not include decommissioned equipment. Functionality of CCE is broadly defined to mean that the device is operable at a particular point time for storing vaccine.

15. Other conditions:

The disbursement of Gavi annual amounts is subject to UNICEF's confirmation of receipt of the country's joint investment share.

The country is also reminded that it is responsible for reception at the port of entry, customs clearance and for provision of a waiver of (or, in the absence of waiver, paying for) any taxes or other duties for each consignment of Cold Chain Equipment. The country must provide UNICEF in advance with confirmation of such waivers or payments of taxes and duties, as well as country specific requirements for importation. The country is advised to pay special attention to proposed delivery modes and schedules agreed with the supplier and its local agent when initiating the deployment and commissioning of goods. Alternative forms of installation such as mounting of solar panels on a pole rather than on the roof of the health facility should be identified during the preparation of deployment plans that are shared with UNICEF for costing. Other conditions such as seasonality could also affect the efficiency of the outsourced deployments. If the country has to make unplanned variations to the delivery schedules, such as where conditions for installation and implementation are delayed or in cases of force majeure, the country must develop a deviation protocol to document such cases and any cost implications of such variations. The country will be responsible for all such costs.

Signed by,
On behalf of Gavi,



Pascal Bijleveld
Director Country Support
25 March 2021

Gavi Terms and Conditions

The following terms and conditions apply to all support being provided to the Government for the implementation of the CCEOP Programme in Somalia as detailed in the Decision Letter dated 25/03/2021.

FUNDING USED SOLELY FOR APPROVED PROGRAMMES

The country (the “Country”) confirms that all funding provided by Gavi for this application will be used and applied for the sole purpose of fulfilling the CCEOP Programme. Any significant change from the approved HSS2 must be reviewed and approved in advance by Gavi. All funding decisions for this application are made at the discretion of the Gavi Board and are subject to IRC processes and the availability of funds.

RETURN OF FUNDS

The Country agrees to reimburse to Gavi all funding amounts that are not used for the CCEOP Programme unless agreed to otherwise by Gavi. The Country’s reimbursement must be in US dollars and be provided, unless otherwise decided by Gavi, within sixty (60) days after the Country receives Gavi’s request for a reimbursement and be paid to the account or accounts as directed by Gavi.

SUSPENSION/ TERMINATION

Gavi may suspend all or part of its funding to the Country if it has reason to suspect that funds have been used for purpose other than for the HSS2 Programme, or any Gavi-approved amendment to this application. Gavi retains the right to terminate its support to the Country for the CCEOP Programme if a misuse of Gavi funds is confirmed.

NO LIABILITY

The Country shall be solely responsible for any liability that may arise in connection with: (i) the implementation of the CCEOP Programme. Gavi is not be responsible for providing any additional funding to replace any vaccines and related supplies that are, or became, defective or disqualified for whatever reason.

INSURANCE

Unless otherwise agreed with Gavi, the Country shall maintain, where available at a reasonable cost, all risk property insurance on the CCEOP Programme assets and comprehensive general liability insurance with financially sound and reputable insurance companies. The insurance coverage will be consistent with that held by similar entities engaged in comparable activities.

ANTICORRUPTION

The Country confirms that funds provided by Gavi shall not be offered by the Country to any third person, nor will the Country seek in connection with this application any gift, payment or benefit directly or indirectly that could be construed as an illegal or corrupt practice.

ANTI-TERRORISM AND MONEY LAUNDERING

The Country confirms that funds provided by Gavi shall not be used to support or promote violence, war or the suppression of the general populace of any country, aid terrorists or their activities, conduct money laundering or fund organisations or individuals associated with terrorism or that are involved in money-laundering activities; or to pay or import goods, if such payment or import, to the Country’s knowledge or belief, is prohibited by the United Nations Security Council.

AUDITS AND RECORDS

The Country will conduct annual financial audits and share these with Gavi as requested. Gavi reserves the right, on its own or through an agent, to perform audits or other financial management assessment to ensure the accountability of funds disbursed to the Country.

The Country will maintain accurate accounting records documenting how Gavi funds are used. The Country will maintain its accounting records in accordance with its government-approved accounting standards for at least three years after the date of last disbursement of Gavi funds. If there is any claim of misuse of funds, Country will maintain such records until the audit findings are final. The Country agrees not to assert any documentary privilege against Gavi in connection with any audit.

CONFIRMATION OF LEGAL VALIDITY

The Country and the signatories for the government confirm that this application is accurate and correct and forms a legally binding obligation on the Country, under the Country's law, to perform the programs described in this application.

COMPLIANCE WITH GAVI POLICIES

The Country confirms that it is familiar with all Gavi policies, guidelines and processes relevant to the CCEOP Programme, including without limitation the Transparency and Accountability Policy (TAP) and complies with the requirements therein. All programme-related policies, guidelines and processes are available on Gavi's official website and/or sent to the Country.

ARBITRATION

Any dispute between the Country and Gavi arising out of or relating to this application that is not settled amicably within a reasonable period of time, will be submitted to arbitration at the request of either Gavi or the Country. The arbitration will be conducted in accordance with the then-current UNCITRAL Arbitration Rules. The parties agree to be bound by the arbitration award, as the final adjudication of any such dispute. The place of arbitration will be Geneva, Switzerland. The language of the arbitration will be English.

For any dispute for which the amount at issue is US\$ 100,000 or less, there will be one arbitrator appointed by Gavi. For any dispute for which the amount at issue is greater than US \$100,000 there will be three arbitrators appointed as follows: Gavi and the Country will each appoint one arbitrator, and the two arbitrators so appointed will jointly appoint a third arbitrator who shall be the chairperson.

Gavi will not be liable to the country for any claim or loss relating to the programmes described in this application, including without limitation, any financial loss, reliance claims, any harm to property, or personal injury or death. Country is solely responsible for all aspects of managing and implementing the programmes described in this application.

USE OF COMMERCIAL BANK ACCOUNTS

The eligible Country government is responsible for undertaking the necessary due diligence on all commercial banks used to manage Gavi cash-based support, including HSS, ISS, CSO and vaccine introduction grants. The undersigned representative of the government confirms that the government will take all responsibility for replenishing Gavi cash support lost due to bank insolvency, fraud or any other unforeseen event.