



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

9 April 2021

Decision Letter: Gavi support for Health Systems Strengthening Programme

Your Excellency,

I am writing in relation to renewal of Gavi support for the implementation of **Health Systems Strengthening (HSS2) programme (the "HSS2 Programme")** in Somalia.

I am pleased to inform you that Gavi has **approved** 2019 year of support for implementation of the HSS2 Programme subject to several terms, conditions and requirements as specified in the Appendices to this letter.

The Appendices include the following important information:

- Appendix A: Financial and Programmatic information - **Health Systems Strengthening Programme**
- Appendix 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,

A handwritten signature in blue ink, appearing to read "P. Bijleveld", with a stylized flourish at the end.

Pascal Bijleveld
Director of Country Support, Country Programmes

cc: Minister of Health and Human Service
The EPI Manager
WHO Country Representative
UNICEF Country Representative
WHO HQ
UNICEF Programme Division

Decision Letter

Somalia

Health Systems Strengthening Programme

This Decision Letter forms part of the Partnership Framework Agreement and together with the Partnership Framework Agreement 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 Partnership Framework Agreement.

1. Country: Somalia

2. Grant Number: SOM-HSS-2

3. Date of Decision Letter: 09 April 2021

4. Date of the Partnership Framework Agreement (the "PFA"): Not Applicable

5. Programme: Health Systems Strengthening (HSS)

For further information about the Programme please refer to:

- Gavi HSS guidelines and HSS application form available by contacting your Gavi Senior Country Manager (SCM);
- Country's approved grant proposal together with any responses to the HSS independent review process request for clarifications;
- The workplan and budget document circulated by email describing the expected Programme Activities and Programme Budget as at the Date of the Decision Letter.

6. Gavi performance based funding (PBF):

The Programme is subject to Gavi's performance-based funding (PBF) for 2020 performance only (up to the end of the current Gavi strategy period): the Country will have the opportunity to receive one single payment beyond the programme budget amount, for optimal performance on immunisation outcome indicators achieved in 2020.

Should the Country wish to request further details, please contact your Gavi Senior Country Manager.

7. Program duration: 2017-2021

8. Programme Budget:

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

Note that with PBF, annual disbursements may be more or less than these endorsed amounts after the first year.

Programme Year	2017-2018	2019	2020	2021	2022	2023	2024	TOTAL
HSS Programme Budget (US\$)	12,631,706	4,047,523	4,170,441	4,450,330	-	-	-	25,300,000
HSS Flexibility for Additional Funds (US\$)	-	12,497,378	-	-	-	-	-	12,497,378
Total (US\$)	12,631,706	16,544,901	4,170,441	4,450,330	-	-	-	37,797,378

9. Annual Amounts:

This is the estimated annual amount Gavi has approved to be disbursed under the Programme. The Country acknowledges that:

- (a) a proportion of the Annual Amount may be disbursed directly to an agreed implementing agency, such as WHO and UNICEF, rather than to the Country; and
- (b) each Annual Amount may be disbursed in a number of tranches at quarterly or six-monthly intervals.

Programme Year	2017-2018	2019	2020	TOTAL
HSS Programme Budget (US\$)	12,631,706	4,047,523	-	16,679,229
HSS Flexibility for Additional Funds (US\$)	-	12,497,378	-	12,497,378
Total (US\$)	12,631,706	16,544,901	-	29,176,607

10. Outstanding comments/clarifications: The country shall provide the following clarifications to GAVI¹:

1

Failure to provide the comments/clarifications requested may result in Gavi withholding further disbursements.

11. Documents to be delivered:

Submit technical report about execution of the grant and activities every 6 months.

12. Other conditions: The following terms and conditions shall apply to the Programme.

Any requested adjustments to the Annual Amounts will be subject to Gavi approval. It is essential that Country's Health Sector Coordination Committee (or its equivalent) be involved with this process both in its technical process function and its support during implementation and monitoring of the Programme. Utilisation of Gavi support stated in this letter will be subject to performance monitoring.

Signed by,
On behalf of Gavi,



Pascal Bijleveld
Director Country Support
15 April 2021



Annex B

Gavi Terms and Conditions

The following terms and conditions apply to all support being provided to the Government for the implementation of the HSS2 Programme in Somalia as detailed in the Decision Letter dated 09/04/2021.

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 HSS2 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 HSS2 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 HSS2 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 HSS2 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 HSS2 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.

ANT/CORRUPTION

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 claims 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 programmes 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 HSS2 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 Programme 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 Programme 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.