November 20, 2017

Honorable Abdirahman Duale Beileh
Minister of Finance
Ministry of Finance and Planning
Villa Somalia
Mogadishu, Somalia

Dear Hon. Beileh:

Information and Communication Technology Sector Support Project (Phase 2)
(SMPF Grant No. TF0A0466 and SPF Grant No. TF0A4859)
Amended and Restated Letter Agreement

I am writing on behalf of the International Development Association ("IDA") to indicate IDA's agreement, acting as administrator of the Somalia Multi Partner Fund ("SMPF"), and as administrator of the State Peace-building Fund (SPF) Trust Fund to make a grant in an amount not exceeding five million United States Dollars ($5,000,000) (the "Grant") which consists of: (a) an amount not exceeding two million United States Dollars ($2,000,000) ("Additional Grant"); and (b) an amount not exceeding three million United States Dollars ($3,000,000) ("Original Grant") to the Federal Republic of Somalia (the Recipient). The Additional Grant is funded out of the SPF Trust Fund, and the Original Grant is funded out of the SMPF Trust Fund.

The Grant is made in response to the Recipient’s request for financial assistance and for the purposes and on the terms and conditions set forth in the Annex to this Letter Agreement. The Recipient hereby confirms its request that IDA carry out the activities described in paragraph 1 of the Annex to this Letter Agreement, and represents that it is authorized to contract the Grant for the said purposes and on the said terms and conditions.

Please note that it is IDA’s policy to make publicly available this Letter Agreement and any information related thereto, after this Letter Agreement has become effective and the Recipient has given its consent to such disclosure. The Recipient, by countersigning this Letter Agreement, confirms its consent to such disclosure.

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Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this Letter Agreement. Upon receipt by IDA of the copy of this Letter Agreement countersigned by you, this Letter Agreement will become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Bella Bidi
Country Director for Tanzania, Burundi, Malawi and Somalia
Africa Region

AGREED:

FEDERAL REPUBLIC OF SOMALIA

By 

[Signature]

Name: Minister of Finance

Title: 

Date: 05/12/2017
ANNEX

Purposes, Terms and Conditions of the Grant

The purpose of the Grant is for the Information and Communication Technology Sector Support Project (Phase 2) project, which has as main objective to support the information and communication technology sector in Somalia by contributing to establishing an enabling environment and by encouraging efficiency and equity in access to connectivity (the Project). The activities (the Activities) for which the Grant is provided consist of the following parts.

PART A:  On-going ICT Regulatory Support

1. Providing advisory services on the development and implementation of information and communications technology regulatory framework.
2. Providing support for the conduct of consultations with telecom operators.
3. Providing technical assistance for the establishment of a data collection center.
4. Providing technical assistance to the ICT regulatory agency.
5. Providing technical assistance for the development of federal models for handling interconnection and licensing.
6. Providing support for coordination and implementation of ICT actions plans.
7. Supporting the capacity building of policy makers and regulators on a range of issues.

PART B:  Support for the development Implementation of a Framework for Mobile Money

1. Carrying out of studies on mobile money and carrying out of regional bench marking in mobile money regulatory systems.
2. Facilitating stakeholder consultations on a regulatory framework for mobile money.
3. Providing advisory services to the Recipient and support for the development and implementation of a mobile money regulatory framework.
4. Facilitating collaborations between various departments of the Recipient with roles in development and implementation of a mobile money regulatory framework and between the Recipient and the regions.
5. (a) Conducting research on the use of mobile money in drought affected areas, and (b) developing an operational pilot on the use of mobile money for making bulk payments to food vendors and water truckers in drought affected areas, including a
mobile payment feature to enable civil servants to receive and make mobile payments.

6. The Grant shall be used to finance consultants' services required for the Activities.

7. The Bank shall carry out the Activities on behalf of the Recipient. The Recipient shall cooperate with IDA to the extent necessary to permit IDA to carry out the Activities promptly and effectively, and to evaluate the results of the Activities. The Recipient shall indemnify IDA against any costs or liabilities incurred by IDA as a result of claims against IDA in connection with the Activities, except those resulting from the gross negligence or willful misconduct of its staff or external consultants.

8. IDA shall carry out the Activities pursuant to this Letter Agreement only to the extent that the Grant funds required for such Activities are available to IDA from the Somalia Multi Partner Fund.

9. The Activities shall be completed by not later than September 30, 2019, or such later date as IDA may establish by notice to the Recipient (the Closing Date). After the Closing Date, IDA may at any time cancel the remaining balance of the Grant.

10. The engagement and supervision of the consultants (the Consultants) required to assist in the carrying out of the Activities shall be the responsibility solely of IDA and shall be done according to the Bank's applicable procedures.

11. The Recipient may at any time request IDA in writing to terminate the Activities. Whether or not the Recipient has made such a request, IDA may at any time suspend or, after consultation with the Recipient, terminate the right of the Recipient to receive Grant funds for the Activities if any of the following events has occurred and is continuing: (a) the Recipient has failed to perform any of its obligations under this Letter Agreement; or (b) the right of the Recipient or any other entity to which the International Bank for Reconstruction and Development (the IBRD) has made a loan with the guarantee of the Federal Republic of Somalia, to make withdrawals under any loan agreement with the IBRD or any development credit, grant or financing agreement with IDA has been suspended. IDA may also terminate the right of the Recipient to receive Grant funds if: (a) IDA has decided, at any time after consultation with the Recipient, to withdraw its support to the Project; or (b) the Recipient has withdrawn its request for IDA's assistance in the financing of the Project.

12. IDA is not an agent of, or trustee for, the Recipient and shall not have any fiduciary relationship with the Recipient. The Recipient shall have no right to any portion of the Grant that is not expended by IDA pursuant to this Letter Agreement.