H.E. Abdirahman Duale Beileh  
Minister of Finance  
Ministry of Finance  
Villa Somalia  
Mogadishu, Somalia

Excellency:

SMPF Grant No. TF0A8878  
(Somali Urban Investment Planning Project)

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"), to make a grant in an amount not exceeding one million nine hundred forty thousand United States Dollars ($1,940,000) (the Grant) to the Federal Government of Somalia (the Recipient).

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.

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

Country Director Tanzania, Burundi, Malawi and Somalia

1818 H Street NW · Washington, DC 20433 USA
AGREED:

FEDERAL REPUBLIC OF SOMALIA

By

Name

Title

Date 22 Dec 2018
ANNEX

Purposes, Terms and Conditions of the Grant

1. The purpose of the Grant is to assist in the preparation of the Urban Investment Planning Project, which has as main objective to provide (a) an assessment of the feasibility of, and preliminary plans for, selected urban investment and institutional strengthening activities in targeted cities; and (b) enhanced project preparation and implementation capacity of participating agencies (the Project). The activities for which the Grant is provided consist of the following parts.

Part A: Technical Studies

Carrying out preparatory technical studies, including relevant environmental and social frameworks, in particular:

(a) Carrying out pre-feasibility, feasibility and engineering design studies for priority investments.

(b) Carrying out: (i) a baseline survey of environmental and social information data issues; (ii) developing an environmental and social management framework; and (iii) developing a resettlement policy framework.

(c) Carrying out an institutional assessment of Kismayo and Baidoa municipal governments.

(d) Carrying out other analytical studies, including a qualitative socio-economic assessment for Kismayo and Baidoa municipal governments.

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

3. IDA 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.

4. 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 Trust Fund.

5. The Activities shall be completed by not later than December 31, 2021, 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.

6. 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.

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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: (i) IDA has decided, at any time after consultation with the Recipient, to withdraw its support to the Project; or (ii) the Recipient has withdrawn its request for IDA’s assistance in the financing of the Project.

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.