

**AGREEMENT
FOR DELIVERY OF OUTPUTS**

**Project Name¹: COVID-19 Emergency Response and Health System
Preparedness Project**

Loan/Credit/Grant No

Reference No. AFG/MoPH/GCMU/COVID-19/33

UNICEF Reference No.

Project Closing Date²: 30/03/2024

Financing Agreement³ Closing Date: 31/03/2024

between

THE GOVERNMENT OF Afghanistan

and the

UNITED NATIONS CHILDREN'S FUND (UNICEF)



¹ [Note to Users: "Project Name" refers to the project title as stated in the legal agreement (Financing Agreement) between the World Bank and the Government. It should not be confused with the name of the UN Agency's project or program financed from other sources.]

² [Note to Users: "Project Closing Date" is stated in the Financing Agreement between the Bank and the Government.]

³ [Note to Users: "Financing Agreement" is a legal agreement between the financier (the World Bank) and the Government.]



FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between **THE GOVERNMENT OF Afghanistan** by and through its *Ministry of Public Health* (the “Government”), and the **UNITED NATIONS CHILDREN’S FUND**, an international inter-governmental organization established by the General Assembly of the United Nations by resolution No.57 (1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at Three United Nations Plaza, New York, NY 10017, USA (“UNICEF” or the “UN Partner”, together with the Government, the “Parties” and each a “Party”).

WHEREAS

- A. UNICEF works with governments, civil society organizations and other partners worldwide to advance children’s rights to survival, protection, development, and participation, and is guided by the Convention on the Rights of the Child. UNICEF and the Government collaborate together to better the lives of children and women, in accordance with the Basic Cooperation Agreement concluded between the Government and UNICEF (the “Basic Agreement”).
- B. The Government, working with its development partners, including UNICEF and the World Bank (the “Bank”) ⁴, has developed and is implementing *COVID-19 Emergency Response and Health System Preparedness* (the “Project”). The Government “will receive” funds from the Bank (the “Financing”) towards the cost of the Project pursuant to a legal agreement between the Government and the Bank for the Project (the “Financing Agreement”).
- C. As part of Project implementation, the Government has asked UNICEF, and UNICEF has agreed, to deliver the outputs as set forth in **Annex I** to this Agreement (the “Outputs”).

NOW, THEREFORE, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing up to a total amount of US\$ **Twenty three million US Dollars (\$ 23,000,000)** (the “Total Funding Ceiling”) to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement) calculated in **Annex II** on the basis of the Outputs and the timeline agreed by the Parties in **Annex I**.
2. This Agreement is signed and executed in the *English* language, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language.

⁴ References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

3. This Agreement becomes effective on the date of its last signature (the “Effective Date”).
4. All activities under this Agreement shall be fully completed and all expenses incurred by 30/09/2021 (the “Completion Date”). The Completion Date can’t exceed the Project Closing Date. UNICEF shall issue the final financial statement not later than three (3) months after the Completion Date.
5. The Government designates **Dr Ferozuddin Feroz**, The Minister of Public Health, Afghanistan and the UNICEF designates **Aboubacar Kampo**, UNICEF Representative, Afghanistan as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:
 - a. Government representative: +93(0)202301365, info@gcmu-moph.gov.af
 - b. UNICEF representative: +93799987100, akampo@unicef.org
6. For the Project coordination purposes, the Bank’s staff contact information is as follows:
 - a. Bank Task Team Leader: Francisca Ayodeji (Ayo) Akala, Senior Health Specialist, +93(0)701133349, fakals@worldbank.org]
7. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the Basic Agreement and the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations (the “General Convention”).
8. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF, under the General Convention, the Basic Agreement, or otherwise.
9. The Government confirms that no official of the UNICEF has received or will be offered by the Government any benefit arising from this Agreement. UNICEF confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.



10. The following documents form an integral part of this Agreement:

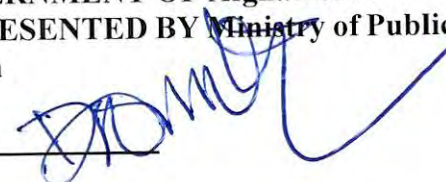

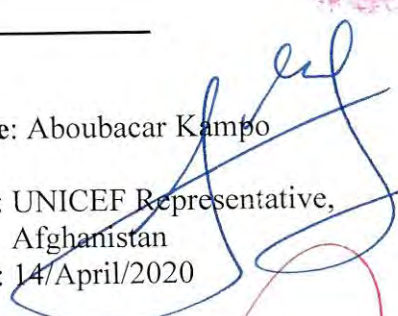
- (a) General Conditions of Agreement
- (b) Annexes:
 - Annex I: Outputs and Work Plan
 - Annex II: Total Funding Ceiling and Payment Schedule
 - Annex III: Reporting Requirements
 - Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government
 - Annex V: UNICEF Full Cost Recovery

11. UNICEF's payment details are provided in the Payment Schedule in **Annex II**.

Cost Item	UNICEF Contribution (USD)	Cost requested from MoPH (USD)
1- Procurement (of PPE, test kits and oxygen concentrators etc)	USD\$ 2,077,586	USD\$ 19,500,000
2- Risk communication	USD\$ 556,875	USD\$ 3,500,000
Total	USD\$ 2,634,461	USD\$ 23,000,000

Twenty-three million US Dollars

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

<p>GOVERNMENT OF Afghanistan REPRESENTED BY Ministry of Public Health</p> <p>By: </p> <p>Name: Dr Ferozuddin Feroz MD, MBA, MSc Title: Minister of Public Health Date: 14/April/2020</p>	<p>UNICEF</p> <p>By: _____</p> <p></p> <p>Name: Aboubacar Kambo Title: UNICEF Representative, Afghanistan Date: 14/April/2020</p> <p></p>
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The text of the clauses in these General Conditions of Agreement shall not be modified.

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meaning:

- (a) "Staff" means an individual who holds a letter of appointment with the UN Partner or is on loan to the UN Partner by another UN organization or specialized agency under the terms of the *Inter-organization Agreement Concerning Transfer, Secondment or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances*, it being understood that Staff have the status of "officials" under the General Convention;
- (b) "Consultant" means an individual other than a Staff who has signed an individual service or consultant agreement with the UN Partner, it being understood that Consultants have the status of "experts on mission" under the General Convention;
- (c) "Contractor" means a legal entity which has concluded a commercial or corporate contract with the UN Partner. When applicable, the term includes "implementing partners" or "partner organizations" as defined and used in the UN Partner's regulations, rules, policies and procedures;
- (d) "Day" means business day, unless otherwise stated;
- (e) "Delivery of Outputs" or "Deliver the Outputs" refers to the UN Partner's obligation to use a range of inputs, such as goods (including equipment, materials, and supplies), works, consulting and non-consulting services, and training in order to deliver the Outputs that contribute to the Project's development objectives as set out in **Annex I**;
- (f) "Direct Costs" means the actual cost of the UN Partner that can be directly traced to the deliverables set forth in **Annex I**; and
- (g) "Indirect Costs" means costs incurred by the UN Partner as a function of and in support of this Agreement, which cannot be traced unequivocally to the activities and deliverables as described in **Annex I**. The rate applicable to this Agreement is stated in **Annex V**.

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SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:
 - (a) deliver the Outputs within the scope and in accordance with the timetable and such level of required inputs (the “Work Plan”) as detailed in **Annex I**; and
 - (b) keep the Government informed on the progress of the activities towards the Delivery of the Outputs by timely submission of the progress reports in accordance with the reporting requirements and with frequency set out in **Annex III** (the “Progress Reports”).
3. The Government agrees to:
 - (a) make timely and complete payments to the UN Partner of all amounts (either directly or by authorizing the Bank to pay on the Government’s behalf) due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set out in **Annex II** (the “Payment Schedule”); and
 - (b) provide all required support in connection with the UN Partner’s obligations under this Agreement, including: obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals related to any goods (including equipment, materials and supplies); taking all necessary actions to ensure and facilitate that Work Plan activities may at all times be conducted freely, expeditiously and without limitations or restrictions; providing access to the site of work and all necessary rights of way; and generally cooperating as provided under the terms of the Basic Agreement, in a timely and expeditious manner.
4. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex IV**.
5. The Parties acknowledge that the level of required inputs and the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement to achieve the agreed Outputs.

TOTAL FUNDING CEILING AND PAYMENTS

6. Calculations of the Total Funding Ceiling are provided in **Annex II**. The Total Funding Ceiling includes both Direct Costs and Indirect Costs of the UN Partner explained in **Annex V**.
7. Cumulative disbursements under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in response to the Government’s request. The Government confirms to the UN Partner

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that the Government's disbursements under this Agreement are, in all respect, consistent with the terms and conditions of the Financing Agreement, and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

8. The payments to the UN Partner under this Agreement shall be made in accordance with the Payment Schedule.
9. The Government will make the payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer against the documents set out in the Payment Schedule. All payments will be made in United States dollars.
10. The UN Partner will receive and administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
11. The UN Partner will maintain a separate identifiable fund code (ledger account or "Account") to which all UN Partner's receipts and disbursements for the purposes of this Agreement will be recorded. The ledger account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's financial regulations and rules. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the external auditors of the UN Partner are appointed by and report to the UN Partner's policymaking organ. Throughout the term of this Agreement, the UN Partner will ensure that its audited accounts and the External Auditors' Report are posted on its website within ten (10) days of their becoming public documents, by reason of being presented to the UN Partner's policymaking organ.
12. In the event that the final financial statement to be provided under **Annex III** (the "Final Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
13. The UN Partner shall not be required to commence or continue any activities until the UN Partner has received the payments due in accordance with the Payment Schedule.



TERMS OF DELIVERY OF OUTPUTS

14. **Standard of performance.** The UN Partner will carry out its obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.
15. **Procurement of inputs.** All inputs required for the Delivery of Outputs will be undertaken in accordance with the terms of this Agreement and the UN Partner's regulations, rules, policies and procedures. Any delegation or assignment of such procurement to another UN organization shall be disclosed in **Annex II**. The UN Partner is responsible for the importation, including customs clearance, of any inputs required for the Delivery of Outputs under this Agreement, unless otherwise agreed by both Parties in writing. (In this connection, the Parties recall that in accordance with the relevant provisions of the General Convention and the Basic Agreement, such imports shall be, *inter alia*, exempt from any customs duties and subject to prompt release from customs).
16. **Pharmaceuticals and other health commodities required as inputs:**
- (a) Vaccines, pharmaceuticals and other health supplies purchased under this Agreement shall be procured pursuant to the UN Partner's standard contracting and quality assurance policies and procedures. Where applicable, such contracts shall specify that the vaccines, pharmaceuticals and other health supplies are manufactured in accordance with *Good Manufacturing Practice* as established by the World Health Organization ("WHO"), and that upon dispatch by the UN Partner's supplier, such vaccines, pharmaceuticals and other health supplies shall have a shelf life as agreed by the Parties; and
 - (b) Vaccines, pharmaceuticals and other health supplies procured under this Agreement will be accompanied by the required documentation in accordance with the purchase order (e.g. Certificate of Analysis, Certificate of Origin, Official Batch Release Certificate, as the case might be).
 - (c) The waste disposal of vaccines, pharmaceuticals and other health supplies shall be guided by the WHO document "*Safe Management of Wastes from Health-care Activities*."
17. **Environmental Management:** The UN Partner shall, while delivering the Outputs, act in accordance with the UN Partner's regulations, rules, policies and procedures to ensure that all activities under this Agreement are, to the extent possible, implemented in an environmentally responsible and sustainable manner.
18. **Transfers to Cash Recipients:** insofar as the scope of work set out in **Annex I** includes cash transfer activities or cash payments to individuals (other than payment of remuneration, per diem, compensation or fees for services rendered), the following shall be detailed in **Annex I**:

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- (a) Requirements for the cash transfer activities and how these are carried out, including fiduciary oversight and risk prevention, mitigation and management, including as applicable with regard to the selection, supervision and audit of paying agents or implementing partners;
- (b) The information and data requirements to be provided to the Government in regard to the cash recipients to facilitate verification of payments.
19. **Use of inputs.** The UN Partner shall use procured inputs only for the purpose of Delivering the Outputs set out in **Annex I**.
20. The UN Partner is responsible for engaging qualified Staff, Consultants and Contractors as, in the UN Partner's judgment, are required to successfully Deliver the Outputs.
21. The UN Partner shall remain fully responsible for the Delivery of Outputs. The hiring and contracting of any Staff, Consultants or Contractors by the UN Partner in connection with this Agreement shall be done according to the UN Partner's established regulations, rules, policies and procedures, and bearing in mind the considerations and requirements of the Bank that are listed below:
- (a) Prohibition of Conflicting Activities. The Staff, Consultants or Contractors shall not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Partner.
- (b) Hiring Government Institutions or Government Officials. The UN Partner shall not engage or hire any official or civil servant of the Government's country as a Consultant or a Government institution or any Government-owned enterprise as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such hiring or contracting meets the Bank's eligibility requirements under the procurement rules set forth in the Financing Agreement.
- (c) Disqualification from Related Contracts under the Scope of this Agreement. The Parties note that during the term of this Agreement and after its Early Termination or Completion, the Government will disqualify Staff, Consultants or Contractors, and any party affiliated with any of them, from providing goods, works or services resulting from or directly related to their activities under this Agreement, if providing such goods, works or services would give rise to a conflict of interest situation as determined by the Bank in accordance with the Bank's applicable procurement rules.
22. If the Government becomes aware of information that any of the UN Partner's Staff or Consultants has engaged in a corrupt, fraudulent, collusive or coercive practice or reasonably concludes that the performance of any of the UN Partner's Staff or

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Consultants is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Partner specifying the grounds therefore. If, after receiving the Government's written request, the UN Partner investigates the alleged corrupt, fraudulent, collusive or coercive practice or reviews the alleged unsatisfactory performance and concludes that the corrupt, fraudulent, collusive or coercive practice and/or the dissatisfaction with the performance of the UN Partner's Staff or Consultant justifies his/her replacement, the UN Partner will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to the UN Partner's regulations, rules, policies and procedures.

- 23. **Transfer of ownership; Warranties.** When relevant, the Parties shall agree on the timing and modality of the ownership transfer of any goods (including equipment, materials and supplies) and any manufactures' warranties as applicable. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

- 24. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Partner under this Agreement shall belong to the UN Partner. The UN Partner herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sub-license), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights.

INSURANCE

- 25. Throughout the term of this Agreement, the UN Partner will, unless self-insured against the following risks, ensure that insurance is maintained against: third-party liability and third-party motor vehicle liability; workmen's compensation or equivalent; and all-risk insurance against loss of or damage to equipment and materials purchased in whole or in part with funds provided under this Agreement until transferred to the Government.

- 26. In addition,

- (a) with regard to Staff, the UN Partner will ensure that Staff is enrolled in an appropriate health insurance plan, whether offered by the UN Partner or otherwise; is covered by compensation in the event of injury, sickness or death attributable to performance of official duties for the UN Partner; and is covered by insurance against death or disability caused by malicious acts;

- (b) with regard to Consultants, the UN Partner will ensure that the Consultant is enrolled in an appropriate health insurance plan or requires in its contract with the Consultant that the Consultant maintain appropriate health insurance; maintain an insurance arrangement against injury, sickness or death attributable to the

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performance of official duties for the UN Partner; and maintain an insurance against death or disability caused by malicious acts.

27. The cost of such insurance is deemed included in the Total Funding Ceiling.

REPORTING

28. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for corresponding deliverables.

29. The UN Partner will provide written Progress Reports to assist the Government in monitoring implementation progress of activities and deliverables towards the Delivery of Outputs, and the remaining balance under the Total Funding Ceiling. Reporting requirements, including frequency, are set out in **Annex III**.

30. Upon reasonable request from the Government and following consultations between the UN Partner and the Government, the UN Partner may furnish supplemental information or documentation, within the limits of the UN Partner's regulations, rules, policies and procedures.

FORCE MAJEURE

31. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radioactivity; and other acts of a similar nature or force.

FRAUD AND CORRUPTION PREVENTION

32. In the event that the Government, the UN Partner or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of this Agreement or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.

33. In such case, this information will be brought promptly to the attention of the appropriate official or officials at the Government, the UN Partner and the Bank.

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34. After consultation with the Government and the Bank, the UN Partner will, to the extent the information relates to actions within the authority or accountability of the UN Partner, take timely and appropriate action in accordance with its regulations, rules, policies and procedures, to investigate this information. The Parties agree and acknowledge that the UN Partner shall have no authority to investigate information relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.
35. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Partner, the UN Partner will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its regulations, rules, policies and procedures.
36. To the extent consistent with the UN Partner's accountability and oversight framework, including its regulations, rules, policies and procedures, the UN Partner will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (Account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.
37. For the purposes of this Agreement, the following definitions shall apply:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
38. In the event that the Government or the Bank reasonably believes that the UN Partner has not complied with the requirements of this section, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and the UN Partner in order to obtain assurances, in a manner consistent with the UN

Partner's oversight and accountability framework and respecting appropriate confidentiality, that the UN Partner's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and the UN Partner, on any further actions to be taken and the timeframe for such actions. The Parties take note of the relevant provisions in the regulations, rules, policies and procedures of the UN Partner.

39. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section, "third party" does not include the UN Partner. To the extent consistent with the UN Partner's oversight framework, including regulations, rules, policies and procedures, and if requested by the Bank, the UN Partner shall cooperate with the Bank or such other entity in the conduct of such investigations.

40. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement to disclose to the UN Partner whether it is subject to any sanction⁵ or temporary suspension imposed by any organization within the World Bank Group. The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the Delivery of Outputs under this Agreement.

(b) If the UN Partner intends to issue a contract in connection with the provision of any of the activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner's decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.

(c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under paragraph 40(b)(iii) shall be used to defray the amounts requested by the UN Partner in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.

⁵ www.worldbank.org/debar

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SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

41. This Agreement shall be governed by general principles of international law, which shall be deemed to include the *UNIDROIT General Principles of International Commercial Contracts* (2010). Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

EARLY TERMINATION

42. This Agreement may be terminated prior to the Completion Date (“Early Termination”) by either Party upon thirty (30) calendar days’ written notice to the other in the following circumstances:

- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances related to the worsened security situation in the country it can no longer implement the activities under the Agreement;
- (b) The UN Partner does not receive payment of the full amount set forth in the payment request submitted in accordance with Annex II and that is not disputed by the Government, within thirty (30) calendar days of the date of such payment request;
- (c) Either Party is in breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.

43. Upon receipt by one Party of the other Party’s written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN Partner to submit the last Progress Report and the Final Financial Statement and to

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refund any monies received by the UN Partner that have not been spent or committed by the Early Termination or Completion Date.

MISCELLANEOUS

44. **Records keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner's documents retention policy.

45. **Relationship between the Parties.** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

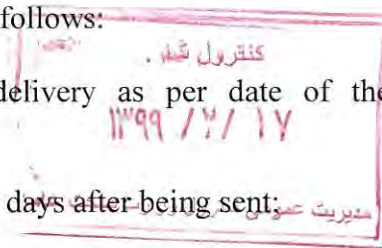
46. **Headings.** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.

47. **Notices.** Notices will be deemed "received" as follows:

(a) in the case of personal delivery, on delivery as per date of the written acknowledgement;

(b) in the case of registered mail, fourteen (14) days after being sent;

(c) in the case of facsimiles or other electronic communications, forty-eight (48) hours following confirmed transmission.



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48. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.

49. **Modifications.** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.

50. **Amendments.** Substantive revisions regarding (a) the key activities and Delivery of Outputs as set forth in **Annex I**, (b) extension of the Completion Date or Early Termination, or (c) the Total Funding Ceiling may be done only by a signed written amendment by the Parties. Such amendment will become effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved the amendment.



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ANNEX I

OUTPUTS AND WORK PLAN

I. Objective of the engagement and the Outputs

The overall objective of the project is to protect Afghanistan's citizens from the spread of COVID-19, to respond and mitigate the threat posed by COVID-19 in Afghanistan and strengthen national systems for public health preparedness.

The specific objectives of this project are:

1. To raise public awareness and promote healthy behaviors about COVID-19.
2. To mobilize families and communities to adopt healthy behaviors to control spread of COVID-19 in the urban and rural setting through existing networks.
3. To establish/support call centers/helpline at provincial level (PPHD) to link public with health system and refer suspected corona cases to diagnostic facilities.
4. To ensure timely procurement of needed supply/equipment and provision of consultancy services.

II. Agreed Outputs and Activities

Output 1: **Raise public awareness and promote healthy behaviors about COVID-19**

Activity 1.1

Developing and testing Social and Behaviour Change Communication (SBCC) messages and materials, including on TV, radio, internet, between May and August 2020 in Kabul City.

Activity 1.2 Broadcast 5,000 Social and Behavioural Change Messages via TV and 30,000 via radio by August 2020 in media channels nationally.

Activity 1.3 Printing/distribution of flyers, posters, banners, billboards and brochures, with key-life saving messages about COVID19. In total, 5,000,000 materials will be printed and further distributed in health facilities and between community members during community engagement activities nationally by December 2020

Activity 1.4 Community engagement activities with frontline workers (Community Health Workers, Community Health Shuras), reaching 500,000 householders in the five regions of Afghanistan



Activity 1.5 Support call centers to respond to clients' queries on COVID 19 in terms of staffing and equipment by December 2020

Output 2: Monitoring and evaluation about optimal behaviors adopted about COVID19

Activity 2.1 Designing and implementing a Risk Communication Study based on Activity Knowledge Attitude and Behavior (KAP) In Herat Province by September

Output 3: Timely procurement of needed supply/equipment and provision of consultancy services

Activity 3.1 Procurement, distribution and installation of agreed supplies

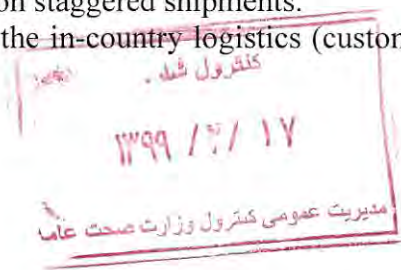
The Ministry of Public Health (MoPH) in close consultation with UNICEF Health section, has requested UNICEF to procure on their behalf PPEs, pharmaceuticals, medicine and hospital equipment. The Cost Estimate request comprising of 186 items has been submitted to UNICEF Supply Division for costing.

Due to global requirement, there is unprecedented demand of PPE globally and the high increase in freight, making it difficult to estimate given the disruption in the market.

The current disruption has impacted international supply chains causing bottlenecks, delays and higher costs in delivery of supplies for humanitarian and development programmes.

Most of these items requested will be procured by UNICEF office in Denmark. Priority is given to the PPE for delivery immediately as available and the shipment will be airlifted to Kabul. The rest of the items will be delivered on staggered shipments.

UNICEF will assist the MoPH in facilitating the in-country logistics (customs clearance and delivery to the final points).



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III. Work Plan and Timeline

N°	Activity	Qtr 1 2020	Qtr 2 2020	Qtr 3 2020	Qtr 4 2020	Qtr1 2021
1	Output 1 To raise public awareness and promote healthy behaviors about COVID-19.					
1.1	Developing and testing Social and Behaviour Change Communication (SBCC) messages and materials, including on tv, radio, internet	x	x	x		
1.2	Broadcasting SBCC messages via radio and tv		x	x	x	x
1.3	Printing/distribution of flyers, posters, banners, billboards, brochures		x	x	x	x
1.4	Community engagement activities with frontline workers		x	x	x	x
1.5	Support call center to respond to clients' queries on COVID 19 in terms of staffing and equipment		x	x	x	x
2	Output 2 Monitoring and evaluation about optimal behaviors adopted					
2.1	Conduct Knowledge Attitude and Behavior (KAP) study			x	x	
3	Output 3 Timely procurement of needed supply/equipment and procurement services					
3.1	Procurement, distribution and installation of agreed supplies		x	x	x	x
n	Progress Reports (per Annex III frequency)			x		
n	Final Financial Statement					Within 3 months after Agreement Completion Date

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 وزارت صحت عامه
 ریاست تهیه و تدارکات
 Ministry of Public Health
 Procurement & Service Contracts
 0100

مدیریت عمومی کنترل و وزارت صحت
 ۱۳۹۹ / ۷ / ۱۷
 کنترل شده

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ANNEX II

TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

I. Total Funding Ceiling (in US\$)

1 : Procurement										
a) Consumables, Lab reagents, X-Ray films for ICU and Isolation wards Consumables for ICU patients										
S.No	Item	Unit	No of units	No of units/day	Duration/days	Total Quantity	Unit Cost (USD)	Total Cost (USD)		
1	Thermometer infrared	piece	15	1	34	510				
2	IV Chamber	piece	1	4,611	15	69,164				
3	Micro Drop	piece	1	4,611	15	69,164				
4	IV cannula (20, 22, 24)	piece	0.5	9,222	15	69,164				
5	Oxygen Mask disposable	piece	1	9,222	15	138,327				
6	Filters for Circuite of Ventilators	piece	0.5	4,611	15	34,582				
7	Urine Bag	piece	0.5	9,222	15	69,164				
8	Foley Catheter Deffiret Size	piece	0.33	9,222	15	45,648				
9	Swab Sterile	piece	3	46,109	1	152,160				
10	Nebulizer Mask (Deffirent Size)	piece	1	1,844	8	14,755				
11	Oxygen Nasal Cannula (Deffirent Size)	piece	1	4,611	8	36,887				
12	Suction Catheter (Deffirent Size)	piece	4	9,222	15	553,308				
13	Syringe 10cc with needle	piece	10	9,222	15	1,383,270				
14	Syringe 5 ml with needle	piece	10	9,222	15	9,222				
15	Syringe 60 ml with needle	piece	1	4,611	15	69,164				
16	Syringe 50 ml with needle	piece	1	9,222	15	138,327				
17	Syringe 20 ml with needle	piece	1	4,611	15	69,164				
18	Wooden Tanguer Depressor, 100/Pack	Pack	3	9,222	15	4,150				
19	Safety box	piece	1	9,222	4	36,887				
20	ECG Paper, 11.1mm width	piece	0.03	9,222	15	4,611				
21	Leukoplast (large), 7.5cmx5m	piece	0.03	9,222	15	4,611				
22	Povidone - Iodine 7.5% (Sol), 450 ml	Bottle	0.01	9,222	15	1,537				
23	Gas Pad 10X10 cm X 8 layer/pack	Pack	0.125	9,222	15	17,291				
24	Alcohol Pad, 200/ Box	Box	6	9,222	15	4,611				
25	Dispable Cap, 100/ Pack	Pack	1	9,222	15	1,537				
26	Airway Guedel different size	piece	1	2,767	8	22,132				
27	Endo trachial tube without cuf	piece	1	2,767	8	22,132				
28	NG tube different size	piece	1	2,767	8	22,132				
29	ECG 50 pad/pack	Pack	6	9,222	15	16,599				
30	Center line catheter different size	piece	1	922	2	1,844				
31	Tracheostomy kit	piece	1	922	2	1,844				
32	Battery for laryngoscope middle size	Pair	15	1	34	510				
33	ECG gel 4000cc	Bottle	2	1	34	68				

مديرية عمومي كنترول وزارت صحت عامه

2017 1391

جمهوری اسلامی افغانستان

وزارت صحت عامه

دستاره لویه و ښار والي

آيوان صحت عامه و خدمات مطبوعه

Ministry of Public Health

Treatment & Prevention

Contract

Contract No: 1391/2017

S.No	Item	Unit	No of units	No of units/day	Duration/days	Total Quantity	Unit Cost (USD)	Total Cost (USD)
34	lidocain gel	Bottle	1	9,222	2	18,444		
35	Oxygen Gas 2000 Pound	Bottle	5	9,222	15	691,635		
36	Torniquet	piece	4	1	34	136		
Sub-total								
Consumables for Mild and Moderate patients								
S.No	Item	Unit	No of units	No of units/day	Duration/days	Total Quantity	Unit Cost (USD)	Total Cost (USD)
1	IV cannula (20, 22,24)	piece	0.33	22,132	15	109,555		
2	Oxygen Mask disposable	piece	1	7,377	15	110,662		
3	Nibulizer Mask (Diffrent Size)	piece	1	7,377	4	29,510		
4	Syringe 10cc with needle	piece	6	36,887	15	3,319,848		
5	Syringe 5 ml with needle	piece	12	36,887	15	6,639,696		
6	Wooden Tanguue Depressor, 100/Pack	Pack	4	36,887	2	2,950.98		
7	Safety box	piece	2	36,887	2	147,549		
8	ECG Paper, 11.1mm width	piece	0.03	36,887	8	9,837		
9	Leukoplast (large), 7.5cmx5m	piece	0.03	36,887	15	18,444		
10	Povidone -Iodine 7.5% (Sol), 450 ml	Bottle	0.01	36,887	15	6,148		
11	Gas Pad 10X10 cm X 8 layer/pack	Pack	0.125	36,887	15	69,164		
12	Alcohol Pad, 200/ Box	Box	6	36,887	15	16,599.24		
13	Dispable Cap, 100/ Pack	Pack	1	36,887	15	5,533.08		
14	Oxyegn Gas 2000 Pound	Bottle	2	18,444	15	5,533.08		
15	Cotton role (Medical)	Role	5	1	34	170		
Sub-total								
Laboratory Regents								
S.No	Item	Unit	No of units	No of units/day	Duration/days	Total Quantity	Unit Cost (USD)	Total Cost (USD)
1	Gloucometer strip, oncall plus	piece	1	6,916	15	103,745		
2	Diluent (Hematology Analyzer) reagent, Mindray or (equivalent) 20lit/ bottle	bottle	1	46,109	15	988		
3	E-Z Clenser (Hematology Analyzer), 1*100 ml Mindray or (equivalent)	bottle	1	46,109	15	494		
4	Lyse (Hematology Analyzer) reagent, 500ml/bottle Mindray or equivalent	bottle	1	46,109	15	988		
5	Rinse (Hematology Analyzer) reagent, 20 litre/gallon Mindray or (equivalent)	gallon	1	46,109	15	988		
6	probe clener, 1*17 ml/bottle	bottle	1	46,109	15	988		
7	APTT , 6X2ml vial/kit	-Kit	1	46,109	15	7,685		
8	PT, 10X2ml vial/kit	kit	1	46,109	15	8,645		
9	Bilirubin total, 5*20ml / kit	-Kit	1	46,109	8	3,689		
10	(SGPT)ALT, (5*80 mL) / Kit	-kit	1	46,109	8	4,611		
11	(SGOT)AST, (5*80 mL) / Kit	kit	1	46,109	8	4,611		
12	ALP(Alkaline phosphatase), (5*80 mL) / Kit	kit	1	46,109	8	4,611		
13	Albumin, 5*25ml / kit	kit	1	46,109	8	3,689		
14	Total protein, 5*25ml bottle/kit	kit	1	46,109	8	3,689		
15	Cholesterol, 1*2-250ml bottle/kit	kit	1	46,109	8	838		
16	Triglyceride, 1*2*250ml bottle/kit	kit	1	46,109	8	768		
17	Urea reagent, (5*80 mL) / Kit	kit	1	46,109	8	971		

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 Ministry of Public Health
 Procurement Department
 Goods & Services Contracts

18	Creatinine reagen, (5*80 mL) / Kit t	kit	1	46,109	15	1,820	
19	PT Tube, 100Pic/Box	Box	1	46,109	2	922	
20	Calcium Tube, 1*500piece/box (Glass tube)	Box	1	46,109	4	1,844	
21	Vacutainer tube with EDTA, 1*100(glass) piece/box	Box	1	46,109	4	1,844	
22	Gel Tube +Clot Activator, 1*100 peice/Box	Box	1	46,109	4	1,844	
23	ESr tube disposable1*100peice/box	BOX	1	46,109	2	922	
24	Yello Tips, Disposable, 1000/Pack	Pack	1	46,109	2	922	
25	Blue Tips, Disposable, 1000/Pack	Pack	1	46,109	2	922	
26	Micro/Macro Pipete, 10-100 and 100-1000 Microne	piece	1	4	34	136	
Sub-total							

X-Ray Requirement							
Item	Unit	No of units	No of units/day	Duration/days	Total Quantity	Unit Cost (USD)	Total Cost (USD)
1	X-Ray film 30*40' blue	1	18,444	3	55,331		
2	X-Ray film 30*24' blue	1	18,444	3	55,331		
3	X-Ray film 18*24' blue	1	18,444	3	55,331		
4	Fixer, 5 Liter/gillon	1	277	1	277		
5	Developer, 5 Liter Gilon	1	277	1	277		
6	X-Ray Film, Laser, 14 *17	1	18,444	3	55,331		
7	X-Ray Film, Laser, 10*8	1	18,444	3	55,331		
8	X-Ray Film, Laser, 10 *12	1	18,444	3	55,331		
9	Cassett for CR 14 *17	2	34	1	68		
10	Cassett for CR 10*8	2	34	1	68		
11	Cassett for CR 10 *12	2	34	1	68		
Sub-total							

Total Consumables, Lab.Reagents, X-ray films for ICU and Isolation wards							
b) : PPE for Health Care Staff							
S.No	Item	Unit	No of units	No of units/day	Duration/days	Total Quantity	Total Cost (USD)
1	Mask N 95	piece	6,821	1	180	1,227,719	
2	Surgical Mask	Box	682	1	180	2,455,44	
3	PPE kit (Overall Gown sterile, Hair cover, Cap, Approan Face shields)	Set	6,821	1	180	1,227,719	
4	Hand Sanitizer 500 ml	Bottle	6,821	1	180	24,554	
5	Gloves latex non sterile , Size SML (50 pairs/Box)	Box	6,821	3	180	73663	
6	Shoes Cover	Box	6,821	3	180	36832	
7	Body Bag	Bag	1,383	1	1	1383	
1. Procurement total							18,571,430

2: Risk Communication							
S.#	Activities	Unit	No of uni	No of units/day	Duration/days	Total	Total Cost (USD)
1	Developing and testing Social and Behaviour Change Communication (SBCC) messages and materials, including on tv, radio, internet	Package of messages	40	1	1	40	100,000

		Spots	n/a	1	1	35,000	21.18	741,333
2	Broadcasting SBCC messages via radio and tv	Each	20,000	1	1	5,000,000	0.03	150,000
3	Printing/distribution of flyers, posters, banners, billboards, brochures	Household	500,000	1	1	500,000	3.4	1,700,000
4	Community engagement activities with frontline workers	Call center	34	1	1	34	13,000	442,000
5	Support call center to respond to clients' queries on COVID 19 in terms of staffing and equipment	Study	1	1	1	1	200,000	200,000
6	Knowledge Attitude and Behavior (KAP) study							
2.	Risk communication total							3,333,333
	Sub total							21,904,763
	Indirect cost (5%)							1,095,238.15
	GRAND TOTAL							23,000,000

Notes:

- (a) The quantity of items and total number of items on the list is indicative and GCMU will advise UNICEF on those once cost estimates are available during the agreement period
- (b) Under this Agreement, there can be no transfers to Government organizations.
- (c) Please indicate if any part of this Agreement is delegated to another UN organization, third party of an implementing partner(s): No

II. Payment Schedule

Payment of Total Funding Ceiling (\$23,000,000) to be made in one tranche upon signature of this agreement to the following UNICEF US Dollar bank account:

UNICEF Bank Details:

Bank: JP Morgan Chase Bank, N.A
 Account Name: UNICEF N01
 Account number: 0141076224
 City/State/Zip: New York, New York 10004
 Bank Account Currency: USD
 Account Type: Commercial Checking
 SWIFT: CHASUS33
 ABA/Routing: 0210 00021



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ANNEX III

REPORTING REQUIREMENTS

UNICEF shall submit the following reports with a copy to the Bank:

1. Inception Report:

Inception report to be delivered within 14 days of signature of agreement

- (a) Any information missing in **Annex I** at the time of Agreement signing, detailed mobilization arrangements, complete the description of all activities and deliverables required for the Outputs, any assignment of procurement of inputs to any other UN organization, complete the Work Plan to ensure timely start-up and on-time completion of the implementation of this Agreement;

2. Progress Reports:

One six monthly progress report for the period April to end of September 2020, to be submitted by 31 October 2020;

Final Report for whole project period April 2020 to 31 March 2021, to be submitted within three months of end of project by 30 June 2021.

- (a) Each report submitted on a six- monthly basis shall include: (i) a narrative and financial summary of the status of activities to demonstrate the progress towards the Outputs and the linkage between the payments made under this Agreement and the deliverables as set out in **Annex I**; and (ii) an interim financial report (in a format of UNICEF Donor Statement by Activity) on the use of funds.
- (b) The final Progress Report upon Completion or Early Termination shall include a consolidated financial summary on the use of funds for Outputs set forth in **Annex I**.

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The authorized official of the UN Partner will provide a written statement stating the following:

“We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. All documentation authenticating these expenditures has been retained by UNICEF in accordance with its document retention policy and will be available to UNICEF’s External Auditors for examination in the course of the audit of UNICEF’s Financial Statements.”

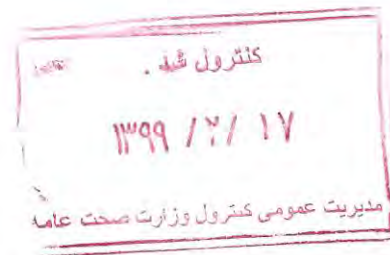
Signed by: _____
Name and Title: _____
Date: _____

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مديرية عمومي كترول وزارت صحت عامه
Ministry of Public Health
Provincial Government
30-7-2020 1399

3. Final Financial Statement:

Upon Completion or Early Termination, UNICEF will also provide the Final Financial Statement issued by the UNICEF Division of Finance and Administrative Management. The Final Financial Statement will be issued within three (3) months of the Completion Date. The Parties shall plan accordingly in the Work Plan (**Annex I**).

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made by UNICEF in other currencies to implement activities under this Agreement.



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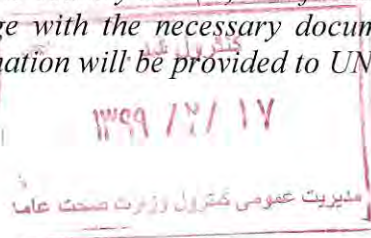
ANNEX IV

COUNTERPART STAFF, SERVICES, FACILITIES AND PROPERTY TO BE PROVIDED BY THE GOVERNMENT

The Parties recall the provisions of the Basic Agreement, including those relating to the facilities to be provided by the Government for the execution of UNICEF assistance, and the Parties reconfirm that the Government shall provide the facilities, exemptions, privileges and immunities provided for in the Basic Agreement.

Without prejudice to the foregoing, the Parties agree that the Government commits to provide, at its own expense and at no cost to UNICEF, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with UNICEF's team): *n/a*
- (b) Surveys and Technical Inputs: *The Client (MOPH) will provide UNICEF with the following inputs: (i) relevant available information about COVID-19. (ii) copies of standard reporting and recording forms; (iii) access to MOPH training courses; (iv) technical assistance when needed, including opportunities to discuss results with the MoPH relevant departments; (v) where appropriate, coordinate visits to intervention areas of other organization doing similar work in the country and (vi) The funds to cover all the services defined in the ToR. (vii) A package with the necessary documents regarding policies, strategies and other required information will be provided to UNICEF.*
- (c) Services *n/a*
- (d) Facilities *n/a*
- (e) Property *n/a*
- (f) Other:
- Convene meetings with related stakeholders to discuss and resolve contract related issues related to the Afghanistan COVID-19 Emergency Response and Health System Preparedness Project implementation and other issues under scope of services,
 - Facilitate UNICEF's communication with MoPH departments.
 - Ensure effective coordination of all health providers such as MOPH, organizations, Private sector, other UN agencies and other sectors at the Province level.



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ANNEX V

UNICEF FULL COST RECOVERY

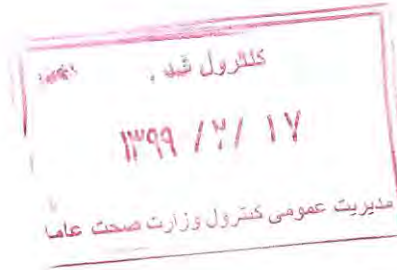
1. Full cost comprises of Direct Costs (DC) and Indirect Costs (IC).

Direct Costs:

2. DC are UNICEF costs incurred for the benefit of a particular project and can be clearly identifiable and documented as directly attributable to project activities. DC calculations are shown as line items in the Total Funding Ceiling in **Annex II**.

Indirect Costs:

3. IC are UNICEF's costs incurred as a function and in support of the activities implemented under this Agreement which cannot be traced unequivocally to the deliverables and technical outputs set forth in **Annex I**. The rate is set up in accordance with the relevant decisions of UNICEF's Executive Board. The IC rate applicable under this Agreement is 5 % (five percent).



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Contract Negotiation Minutes
COVID-19 Emergency Response and Health System Preparedness Project
AFG/MoPH/GCMU/COVID-19/35

Organization: UNICEF
 Date: April 13, 2020
 Time: 10:00 am
 Venue: GCMU Meeting room, MoPH

Agenda: Clarification of the technical issues

Background:

A Cluster of pneumonia of unknown cause detected in Wuhan, China was first reported to the WHO Country Office in China on December 31, 2019 and WHO announced COVID-19 outbreak a pandemic on March 11, 2020.

Afghanistan has had a total of 665 confirmed cases of COVID-19 (Coronavirus). Herat province has the highest number of confirmed cases.

Considering the rapid spread of this outbreak and potential for greater loss of life, the government of Afghanistan called for humanitarian assistance to fight against COVID-19. In response the World Bank has proposed a project called "Afghanistan COVID-19 Emergency Response and Health System Preparedness project". Based on the agreement between Afghanistan government and the World Bank, the Ministry of Public Health (MoPH) started to contract the implementation of COVID-19 project with UNICEF through direct selection method in 34 provinces.

Therefore, the TOR of the project was sent to UNICEF and UNICEF was invited to contract negotiations. The following is the details of discussed and agreed points during the negotiation meeting:

Preliminary Matters

- Confirm Power of Attorney/Authority to negotiate

I. Negotiation on Technical points:

No	Discussed issues	Agreed Points
1	UNICEF agreed to implement the project work plan as per the agreed timeline.	Agreed
2	Immediately after signing of the contract, UNICEF agreed to timely procurement of needed supply/equipment and provision of consultancy services. Both parties agree that the quantity of items and total number of items on the list is indicative and GCMU will advise UNICEF on those once cost estimates are available during the agreement period.	Agreed
3	After signing of the contract, UNICEF agreed to raise public awareness and promote healthy behaviours about COVID-19.	Agreed
4	After signing of the contract, UNICEF agreed to mobilize families and communities to adopt healthy behaviours to control spread of COVID-19 in urban and rural settings through existing networks.	Agreed

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5	After signing of the contract, UNICEF agreed to establish/support call centres/helpline at provincial level (PPHD) to link the public with the health system and refer suspected corona cases to diagnostic facilities.	Agreed
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II. Negotiation on Financial matters:

a. The budget for 12 months of the project implementation agreed as below:

Cost Item	UNICEF Contribution (USD)	Cost requested from MoPH (USD)
3- Procurement (of PPE, test kits and oxygen concentrators etc)	USD\$ 2,077,586	USD\$ 19,500,000
4- Risk communication	USD\$ 556,875	USD\$ 3,500,000
Total	USD\$ 2,634,461	USD\$ 23,000,000

b. The agreed financial points during the negotiation were as follows:

No	Discussed issues	Agreed points
1	UNICEF agreed to spend the allocated amount for the implementation of COVID-19 project only.	Agreed
2		

Agenda No. 3: Negotiations on contract conditions:

- Contract duration and starting date:**

The time period shall be four years (48 months) starting from April 2020 till March, 30 2024.

Note 1: This contract includes one-year project work plan with the related cost. For the remaining three years, the work plan and its related cost shall be agreed by both parties during the implementation of the first year, subject to availability of funds and satisfactory performance of the service provider.

Note 2: In case of need during the implementation of the project, the current scope of work would be expanded, subject to availability of funds and satisfactory performance.

- Currency of Payment:** USD
- Payment Condition:** As per the contract

Conclusion of the meeting and Next Steps

- Pending documents and deadline:** all the documents must be signed and stamped.
 - Revised financial proposal: Yes
 - Revised Work Plan: Yes
 - MoU (in case association): Yes

List of supplies supported by UNICEF

Items	Qty procured
Oxygen concentrator/SET	40.00
Xpress SARS-CoV-2 kit/10 tests	500.00
Nasopharyngeal swab collection, kit of 1	50.00
Mask,surgic,type IIR,ear loop,disp.pack50	720.00
Mask,high-fil,FFP2/N95,no valve,nonster	150,451.00
Thermometer,clinical,IR,non-contact	1,000.00
Coverall,protection,CatIII,type 6b,L	45,000.00
Coverall,protection,CatIII,type 6b,M	6,400.00
Coverall,protection,CatIII,type 6b,XL	41,000.00
Goggles,protective,side-ventilation/PK12	500.00
Gown,surgic,nonsterile,nonwoven,disp,L	13,000.00
Gown,surgic,nonsterile,nonwoven,disp,XL	13,000.00
Mask,high-fil,FFP2/N95,no valve,PAC-20	2,500.00

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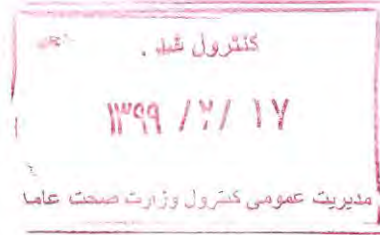
Negotiation Team members:

For and on behalf of the Ministry of Public Health (MoPH)

Name	Designation	Organization	Signature
1. Dr. Fidaullah Naseeri'	Sr. G.M.S	GCMU/MoPH	
2. Dr. Beezhan Ahmady	Sr. G.M.S	GCMU/MoPH	
3. Dr. Ahmad Khalid Enayat	Sr. G.M.S	GCMU/MoPH	

For and on behalf of UNICEF:

Name	Designation	Organization	Signature
Dick Chamla	Chief of Health	UNICEF	
Richard Ledbury	Resource Mobilization Manager	UNICEF	
Khaksar Yousufi	Health Officer	UNICEF	



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