

Public disclosure is authorized after the signing

**AGREEMENT
FOR DELIVERY OF OUTPUTS**

Project Name: Georgia Emergency COVID-19 Project
Project Closing Date: 30/04/2020
Reference No. COVID19-G-DC-25

UNOPS Reference No. 22668

Loan/Credit/Grant No. **Loan 9113-GE / Loan LO388A**
Financing Agreement Date: 01/05/2020 and 21/05/2020

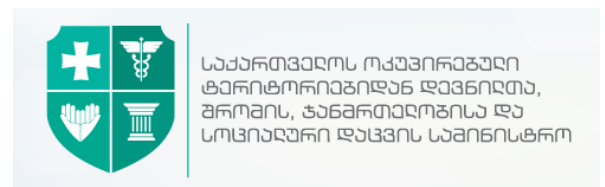
Between

**THE MINISTRY OF INTERNALLY DISPLACED PERSONS FROM THE OCCUPIED
TERRITORIES, LABOUR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA**

And the

UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)

Dated: 15 October 2020



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FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between the **MINISTRY OF INTERNALLY DISPLACED PERSONS FROM THE OCCUPIED TERRITORIES, LABOUR, HEALTH AND SOCIAL AFFAIRS** (the “MoH”), and the **UNITED NATIONS OFFICE FOR PROJECT SERVICES**, a subsidiary organ of the United Nations, having its headquarters in Copenhagen, Denmark (“UNOPS” or the “UN Partner”, together with the MoH, the “Parties” and each a “Party”).

WHEREAS

A. UNOPS, as a subsidiary organ of the United Nations, acts as a central resource of the United Nations in procurement, contract management and other capacity development activities, in accordance with the Host Country Agreement concluded between the Government and UNOPS (the “Basic Agreement”). If the Government has not concluded the Basic Agreement with UNOPS, references to the “Basic Agreement” shall, for the purposes of the present Agreement, refer to either the Standard Basic Assistance Agreement concluded between the Government and UNDP or the Revised Standard Technical Assistance Agreement concluded with the UN and specialized agencies.

B. The Government, working with its development partners, including UNOPS and the World Bank¹ (the “Bank”), is implementing the Georgia Emergency COVID-19 Project (the “Project”). The Government has received funds from the World Bank (the “Financing”) towards the cost of the Project pursuant to a legal agreement for the Project (the “Financing Agreement”).

C. As part of Project implementation, the MoH has asked UNOPS, and UNOPS has agreed to deliver the outputs as set forth in **Annex I** to this Agreement (“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\$ 6,185,998 (Six Million One Hundred Eighty Five Thousand Nine Hundred Ninety Eight USD)** (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 on the basis of deliverables and the timeline agreed by the Parties in **Annex I**. A detailed calculation of the Total Funding Ceiling is provided in **Annex II**.

2. This Agreement is signed and executed in English, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language.

3. This Agreement becomes effective on the date it is signed by both Parties (the “Effective Date”), and will remain effective for eight months from the date of signature (the “Completion Date”), unless otherwise agreed by the Parties in writing. All deliverables under this Agreement shall be operationally completed and financially closed by the Completion Date and the final financial report submitted to the Government not later than three (3) months prior to the Project’s Closing Date.

4. The MoH designates the First Deputy Minister of Health Mr. Giorgi Tsotskolauri and UNOPS designates Country Representative for Georgia Mr. Mikkel Broholt 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:

- Government representative: First Deputy Minister Mr. Giorgi Tsotskolauri gtsotskolauri@moh.gov.ge , +995 599 071018 with Ms. Tamar Gabunia tgabunia@moh.gov.ge , +995 599 071018 as alternative.

¹ 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).

- UNOPS representative: Mr. Mikkel Broholt, mikkelb@unops.org, +41 79 137 3715, with Mr. Gurel Gurkan, gurelg@unops.org, +45 30 66 4272 as alternate.

5. For the Project's coordination purposes, the Bank's staff contact information is as follows:

- Bank representative: Task Team Leader Volkan Cetinkaya, vcetinkaya@worldbank.org, +1-202-473-5084 (Ext: 35084) with Ms. Maddalena Honorati mhonorati@worldbank.org, + 1-202-4681037 (Ext: 5220) as alternative.

6. This Agreement shall be interpreted in a manner that ensures it is consistent with the Basic Agreement and the Convention on the Privileges and Immunities of the United Nations, 1946 (the "General Convention").

7. 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 the UN Partner, under the General Convention, the Basic Agreement or otherwise.

8. The Government confirms that no official of UNOPS has received or will be offered by the Government any benefit arising from this Agreement. UNOPS 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.

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

(a) General Conditions of Agreement;

(b) Annexes:

Annex I: Deliverables and Outputs;

Annex II: Total Funding Ceiling, Work Plan, and Payment Schedule;

Annex III: Reporting Requirements;

Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government;

Annex V: Full Cost of UNOPS' Services

Annex VI: Schedule of Requirements and Specifications

Annex VII: Tentative Delivery Plan

10. UNOPS's payment details are as follows:


By bank wire transfer:

Please use the UNOPS reference to be shared with the Government following signature of the agreement

ACCOUNT NAME: UNOPS USD Account
CURRENCY USD
BANK NAME JP Morgan Chase
BANK ADDRESS 277 Park Avenue, 23rd Fl., New York, NY 10172 USA

ACCOUNT NUMBER: 323-846017
SWIFT CODE: CHASUS33
ABA ROUTING: 0210-00021

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

<p>MINISTRY OF INTERNALLY DISPLACED PERSONS FROM THE OCCUPIED TERRITORIES, LABOUR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA (MOH)</p> <p>By:</p> <p>Name: Giorgi Tsotskolauri</p> <p>Title: Deputy Minister</p> <p>Date:</p> <p><small>Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia Digitally signed by Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia Date: 2020.10.15 18:24:28 +0400</small></p>	<p>United Nations Office for Project Services (UNOPS)</p> <p>By:</p>  <p>Name: Moin Karim</p> <p>Title: Regional Director, UNOPS Europe and Central Asia Region, Geneva</p> <p>Date: Oct-15-2020</p>
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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 applying the UN Common System of Salaries and Allowances;
- (b) “Consultant” means an individual other than a Staff who has signed an individual service agreement with the UN Partner;
- (c) “Contractor” means a legal entity supplying goods or services to the UN Partner under a commercial or corporate contract. When applicable, the term includes “implementing partners” or “partner organizations” as defined and used in the UN Partner’s financial regulations and rules;
- (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 (goods, works, consulting and non-consulting services, and training) in order to deliver the ultimate outputs that are aligned with the development objectives of the Project 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 the 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 the deliverables set out in Annex I to this Agreement. It is calculated in accordance with the procedure mandated by the Executive Board of the UN Partner and as set forth in **Annex V**.

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 by the team of Staff, Consultants and Contractors 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 set out in **Annex III**.

3. The Government agrees to:

- (a) make timely and complete payment to the UN Partner of all amounts due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set out in **Annex II**; and
- (b) provide all required support in connection with the UN Partner’s obligations under this Agreement, including obtaining or assisting with obtaining permits, licenses, import approvals, and other official approvals related to any supplies (including as provided under the terms of the Basic Agreement); furnishing powers of attorney or authorizations to the UN Partner and cooperating with the UN Partner 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 I**.

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 Direct Cost and Indirect Cost of the UN Partner explained in **Annex V**.

7. Cumulative payments (disbursements) by the Government under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in. The UN Partner takes note that the Government's disbursements under this Agreement are subject, in all respect, to 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 under this Agreement shall be made in accordance with the payment schedule set forth in **Annex II**.

9. The Government will make the payment to the UN Partner account, by wire transfer, within ten (10) days of receiving the payment request from the UN Partner. All payments will be made in United States dollars.

10. The UN Partner will administer the funds received under this Agreement in accordance with the UN Partner's financial regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will form part of the UN Partner's operational budget or regular resources.

11. The UN Partner will maintain a separate identifiable fund code (ledger account or "Account") to which all UN Partner 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 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 UN Partner are appointed by and report to the UN Partner's policymaking organ, of which the Government is member. 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. 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 and it shall not be required to assume any liability in excess of such payments.

13. Payments to the UN Partner shall not prejudice the Government's right to dispute any amount claimed by the UN Partner and to adjust any future payment by the amount in dispute and inform the UN Partner accordingly. In such case, the Government will promptly notify the UN Partner and the Bank to arrive at a mutually acceptable solution.

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, procedures and administrative instructions.

16. **Use of Inputs.** The UN Partner shall use procured inputs only for the purpose of Delivering the Outputs set out in **Annex I**.

17. The UN Partner is responsible for engaging qualified Staff, Consultants, and Suppliers as, in the UN Partner's judgment, required to successfully Deliver the Outputs, and is responsible for their performance.

18. The UN Partner will bear in mind the considerations and requirements of the Bank that are listed below:

(a) **Prohibition of Conflicting Activities.** The Staff, Consultant, Contractor, or Supplier will 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) **Disqualification from Related Contracts.** During the term of this Agreement and after its termination, the Government will disqualify the Staff, Consultant, Contractor, or Supplier and any party affiliated with either of them from providing goods, works or consulting or non-consulting services resulting from, or closely related to, the activities under this Agreement, and shall not engage or hire them for any assignment that, by its nature, may be in conflict with this Agreement.

(c) **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 or Supplier 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 applicable procurement rules.

19. **Import of inputs.** The UN Partner will be responsible for the importation, including customs clearance, of any inputs required for the delivery of Outputs under this Agreement, unless agreed otherwise 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).

20. **Warranties.** When relevant, the Parties shall agree on the timing and modality of the ownership and warranties transfer of any equipment at the completion of this Agreement.

21. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

22. **Infrastructure works required as inputs.** In the event that the scope of work set out in **Annex I** involves the undertaking by the UN Partner of any infrastructure activities, the following provisions shall also apply:

(a) **Taking Over and Final Completion:** The Government shall take the immediate possession of the premises upon issuance of the taking over certificate issued by the UN Partner upon completion of works. The Government will have sole liability for the works from the date of the issuance of the taking over certificate;

(b) **Environmental Management:** The UN Partner shall, while delivering the Outputs, act in accordance with the UN Partner's Environmental Management System to ensure that all aspects of works are, to the extent possible, implemented in an environmentally responsible and sustainable manner; and

(c) **Design:** In the event that the UN Partner is responsible for any or all of the design aspects, the UN Partner shall, in consultation with the Government, determine the appropriate design standards to be applied, with reference to relevant national building code standards and the UN Partner's organisational directives and administrative instructions.

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

23. 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 after the completion of this Agreement.

INSURANCE

24. The UN Partner will ensure that insurance is maintained against the following risks: 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.

25. In addition,

(a) with regard to Staff, the UN Partner will maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance;

(b) with regard to Consultants, the UN Partner will provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance.

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

REPORTING

27. 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.

28. The UN Partner will provide written Progress Reports to assist the Government in monitoring implementation progress of activities towards the Delivery of Outputs, and the remaining balance under the Total Funding Ceiling (a "Progress Report"). The frequency of the reporting and the reporting template are set out in **Annex III**.

29. Upon request from the Government and following consultations between the UN Partner and the Government, the UN Partner may furnish supplemental information or documentation to provide additional details.

FORCE MAJEURE

30. 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 radio-activity; and other acts of a similar nature or force.

FRAUD AND CORRUPTION PREVENTION

31. 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.

32. 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.

33. 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 applicable regulations, rules, and administrative instructions, 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.

34. 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 financial regulations and rules, where applicable.

35. To the extent consistent with the UN Partner's accountability and oversight framework and established 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 (ledger 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.

36. 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.

37. 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 Financial Regulations and Rules of the UN Partner.

38. 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 and established 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.

39. (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 to disclose to the UN Partner whether it is subject to any sanction 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 this section, 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.

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

40. 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 days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen 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

41. This Agreement may be terminated prior to the Completion Date 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 believes 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 material 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.

42. Upon receipt by one Party of the other Party's written notice of 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.

43. The provisions of this Agreement will survive early termination or completion to the extent necessary to permit an orderly conclusion of all activities and settlement of accounts between the Parties.

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, forty-eight (48) hours following confirmed transmission.

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.

Modifications and Amendments

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

31. **Amendments.** Any substantial revisions regarding (a) the key activities and Delivery of Outputs as set forth in **Annex I**, or (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. An amendment becomes effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved such amendment.



ANNEX I

DELIVERABLES AND OUTPUTS

I. Objective of the engagement and the Outputs

As of late March 2020, Georgia witnessed a rapid increase of COVID-19 cases. By 30 September 2020, Georgia has reported 6192 confirmed COVID-19 cases with a total number of recovered patients standing at 3120 (50%). Since early September Georgia has witnessed a further increase in cases, starting from 158 daily cases (11/09/2020) reaching up to the highest number of 326 confirmed daily cases (29/09/2020). The largest share of infected patients fall on the Autonomous Republic of Ajara, with 235 cases out of the total 326 confirmed COVID-19 cases (29/09/2020). Given the intensity of the current crisis and the resulting demand on supplies, there is now an urgent need to strengthen the capacity of the health sector, especially with respect to provision of critical equipment.

The Project aims at supporting the Government's efforts to contain the spread of the COVID-19 virus.

The Project output is an enhanced operational capacity of the Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health And Social Affairs of Georgia ("MoH") through the provision of specific equipment and supplies, as per annex VI.

In consultation with the MoH, UNOPS will procure and deliver the agreed list of equipment with specifications that are acceptable to the MoH. UNOPS is ISO 9001 accredited and undertakes project management in accordance with the highest quality standards. UNOPS quality management strategy will ensure the project is delivered within budget and to the required, and pre-agreed, quality standards.

UNOPS has relevant experience in the Europe and Central Asia Region, as well as global capacity to procure health-related equipment.

UNOPS will be responsible for:

- Management of the procurement processes the medical equipment based on the specifications to be agreed upon with advice from UNOPS, including training and warranty requirements, and approved/provided in writing by the Government, and with technical consultation of the government during technical evaluations
- Due diligence and background checks, and contracting of the identified qualified vendors
- Coordination of delivery according to a plan agreed and coordinated with the MoH
- Facilitation of remote trainings of medical end-users for key items, as agreed
- Project management services (including planning, time management, resource management, reporting)
- Handover - upon confirmation of quality in line with the agreed specifications

The MoH will be responsible for the management and operation of the equipment. To this end, the Ministry will take on the responsibility to assign professional medical and operational personnel to be trained to operate the equipment after these are delivered.

UNOPS will follow an Emergency Procurement Procedure (EPP) in order to facilitate a rapid response to the urgent situation and needs. The EPP allows UNOPS to use simplified processes to facilitate rapid response during an emergency situation without compromising compliance with UNOPS procurement principles. EPP are less formal and offer more flexibility than the regular procurement procedures applicable in non-emergency situations. This includes (but is not limited to): a shortened period of advertisement, simplified solicitation documents (such as RFQ forms), the use of email as method of solicitation instead of the e-sourcing period,

consultation of trusted and regular suppliers, the number of solicitations can also be reduced or award/contract approvals.

II. Agreed Deliverables and Activities

Deliverable 1: COVID-19 response medical equipment and supplies are available in Georgia, as per Annex VI.

Activity 1.1. Provision of technical assistance advice on specifications

Activity 1.2. Management of procurement of equipment and supplies for COVID19 response

Activity 1.3. Distribution of the relevant items to [6] hospitals in Georgia, see Annex VII

Activity 1.4. Support to install the relevant equipment in hospitals

Activity 1.5. Facilitate remote trainings to medical personnel on key selected items

During the procurement process, UNOPS will request all suppliers to provide a warranty of up to 2 years for all products being supplied. In addition, UNOPS will ask for suppliers to provide quotations for regular/annual maintenance services for the equipment, indicating that the appropriate servicing arrangements will be agreed upon between the supplier and the Government directly based on these rates for future years.

ANNEX II
TOTAL FUNDING CEILING WORK PLAN AND PAYMENT SCHEDULE

Description	Duration in Months	Total (in USD)
OUTPUT: Operational capacity of the MoH enhanced through the provision of COVID19 response related items		
Deliverable: Medical equipment and supplies required for COVID19 response are made available in Georgia		
Activities		
Technical assistance to finalize the specifications of medical equipment and supplies, conduct evaluations and facilitate technical implementation	4	\$ 24,737
Procurement of medical equipment and supplies for hospitals, including warranty arrangements, training, etc.	8	\$ 4,947,428
Contracts with suppliers and freight forwarders for shipment, logistics, inspections and similar services	8	\$ 890,537
Sub-total for Activities		\$ 5,862,702
Direct support costs for UNOPS's project and procurement management support, inclusive of project team and operations, as well as shared support from the sub-region to ensure quality, timely and cost effective delivery	8	\$ 132,870
UNOPS indirect support costs (management fee), covering the corporate functions and UNOPS's presence within the UN system	8	\$ 190,426
GRAND TOTAL		\$ 6,185,998

** The aforementioned figures are indicative, and intended to serve as ceilings. Once procurement processes are held by UNOPS in collaboration with the Government, specific prices for the items to be purchased will be determined based on the agreed specifications and market availability to ensure cost efficiency and optimization. Any resulting savings can be utilized to increase the quantities to be procured and/or returned to the funding source.*

It is noted that the aforementioned amounts are indicative, and are proposed as ceilings based on UNOPS's market assessments and best estimates given the fluidity of the market because of the COVID situation. If there are savings through procurement activities due to economies of scale and other considerations, UNOPS will communicate with the funding source as soon as possible and suggest how to use savings to secure additional medical equipment/supplies. Similarly, should market fluctuations result in price increases, UNOPS will agree with the MoH and the WB on how to adjust the number of items to be procured accordingly. Decisions to this effect will be made in writing, line with the General Conditions of this Agreement.

II. Payment schedule:

US\$ 6,185,998 upon signature of the agreement.

ANNEX III

REPORTING REQUIREMENTS

UNOPS shall submit the following reports for the Deliverables agreed in **Annex I**:

1. Monthly Progress Report to keep MoH informed about the progress of the Agreement.
2. Interim Financial Report Every quarter during the implementation period of the project.
3. Final Narrative Report within 1 month after the Completion or Early Termination of the Agreement.
4. Interim Final Financial Report within 1 month after the Completion or Early Termination of the Agreement.
5. Certified Final Financial Report by 31 July 2022.

Each report shall include:

1. Narrative summary of the status of activities to demonstrate the progress towards the agreed Deliverables and the linkage between the payments made under this Agreement and deliverables, outputs or results in **Annex I**;
2. In the case of the final Deliverable (Final Progress Report) upon Completion or Early Termination, a consolidated financial summary on the use of funds for deliverables set forth in **Annex I**, offset of any paid advances, and any uncommitted balances to be refunded shall be included. The Government will consult with the Bank and will provide UNOPS with the payment instructions (a sample format of consolidated summary is provided below).

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made in other currencies.

The final Deliverable (Progress Report) shall include a financial statement signed by an authorized official of the UNOPS:

“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. We confirm that the share of supplies and equipment has not exceeded the share (percentage) approved for this Agreement. All documentation authenticating these expenditures has been retained by UNOPS in accordance with its document retention policy and will be available to UNOPS’s External Auditors for examination in the course of the audit of UNOPS’s Financial Statements.

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

I. Sample of Interim Financial Statement

Country

Project Capitalised Asset (D) _____

PROJECT CASH BALANCE (E) = (A) - (B) - (C) - (D)

Open Purchase Orders (F) _____

3) PROJECT FUND BALANCE (G) = (E) - (F)

ANNEX IV

Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

The Parties agree that the Government commits to provide, at its own expense and at no cost to UNOPS, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with UNOPS team): A Coordination Officer will be appointed and responsible for communicating with UNOPS and facilitating the implementation of the Agreement and safe delivery of medical equipment to the selected hospitals, to support the installation of the equipment, as well as to assist with the facilitation of remote trainings to medical personnel on key items
- (b) Surveys and Technical Inputs: The Coordination Officer, in collaboration with other relevant experts from the Ministry, will provide UNOPS with advice and guidance, and work with UNOPS's officials on the technical specifications and details to be considered for the items/supplies to be procured. The MoH will provide a focal point to support, facilitate and coordinate project implementation.
- (c) Services: The Ministry will provide a tax exemption letter before the importation of the goods into the country and/or cover any duties and taxes that may be applicable directly. The Ministry will also facilitate customs clearance, if and as required.
- (d) Facilities: n/a
- (e) Property: n/a

ANNEX V

FULL COST OF UNOPS' SERVICES

1. UNOPS service cost comprises Direct Costs (DC) and Indirect Costs (IC).
2. Direct Costs are UNOPS costs incurred for the benefit of a particular project and can be clearly identifiable and documented as directly attributable to project activities. Direct Cost calculations are shown as line items in the Total Funding Ceiling calculations in **Annex II**.
3. Indirect Costs are incurred by UNOPS management and administration in furtherance of UNOPS activities and policies and cannot be directly attributable to project activities. Such costs are charged to the project as a management fee. Indirect Costs applicable to the Agreements with the Government that are financed from the loan, credit or grant proceeds obtained from the World Bank pursuant to the Financing Agreement between the Government and the Bank, are set up in accordance with UNOPS Financial Rules and Regulations, as determined in UNOPS cost recovery policies and procedures.

Direct and Indirect Costs applicable to this Agreement are shown as a separate budget line in the Total Funding Ceiling table in **Annex II**.

ANNEX VI

SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

The following outline the medical items and supplies to be considered for procurement and provision under this project. The unit costs are indicative and were presented based on a market research. The totals were calculated under two options/scenarios for reference, noting that the final specifications, allocations, costs and delivery schedules of the items/supplies will be determined in consultation with the parties within these parameters and the budget ceilings established under this Agreement, and will also depend on the actual unit rates and availability to be determined with the suppliers following a bidding/solicitation exercise.

TABLE 1

Medical Equipment & Supplies	Q-ty	Indicative Unit Cost	Indicative Total Price
Pulmonary Ventilator : resuscitation model, works on compressed air and oxygen. With stand, universal (pediatric and adult) with invasive and non invasive breathing regimes.	37	\$28,823	\$1,066,451
Pulmonary Ventilator : portable (pediatric and adult) with oxygen tank different breathing regimes.	9	\$15,000	\$135,000
basic patient monitor system: (ECG, Resp, HR, NIBP,Temp, SpO2,)	220	\$1,200	\$264,000
Patient monitor ECG, Resp, HR, NIBP,Temp, SpO2, IBP, NIBP, LAN/WiFi (invasive)	81	\$1,650	\$133,650
Patient monitor ECG, Resp, HR, NIBP,Temp, SpO2, NIP , IBP, CO2 LAN/WIFI (high class model for pediatric and adult use)	9	\$2,012	\$18,108
Patient monitor for transportation ECG, Resp, HR, NIBP,Temp, SpO2	5	\$1,200	\$6,000
Resuscitation / ICU beds	68	\$650	\$44,200
ICU bed: four-section ICU medical bed (with electric control) for adults, remote control, control panel on the sides, with locking function. Automatic CPR, Trendelenburg - / +; Max Weight of the patient 220 kg., Divided into appropriate sections, with a mattress resistant to washing-chemical treatment.	6	\$1,200	\$7,200
ICU bed, pediatric : four-section resuscitation medical bed (with electric control) pediatric. Divided into appropriate	14	\$1,500	\$21,000

sections, with a mattress resistant to washing-chemical processing			
Anti pressure sores mattress with compressor control	15	\$150	\$2,250
Standard hospital beds	168	\$1,200	\$201,600
Defibrillator biphasic: 360 Julian, adult and pediatric with multiple electrodes, cardio version, self-test and diagnostic functions	21	\$3,450	\$72,450
Syringe Pump: Compatible with different manufacturer's syringes (10-50mm or larger) must be able to change operating parameters, with built-in batteries and a proper alarm system.	160	\$345	\$55,200
Flowmeter with Moisturizing Cup: Flumeter with Medical Oxygen Standard DIN Standard: High Resistance, Metal Monobloc, Scale Transparent Material (polyamide): 0-15 l / min; With regulator; Special different diaphragm adapter / transmitter and separate - appropriate moisturizing cup 250 ml or more;	70	\$11	\$770
Infusion pump , volumetric: Drip chamber, compatible with different manufacturer systems	102	\$400	\$40,800
High pressure surgical suction pump not less than 50 liters per minute . Two cans not less than 2 L	27	\$424	\$11,448
12 channel cardiograph machine with cart for a4 paper: Cable suspension,for clamping multiple use electrodes and use of adhesive electrodes	14	\$1,400	\$19,600
X-ray machine, mobile: fully digital, integrated with a high-resolution screen that will instantly display the patient's image. Wireless Detector 35 * 35 or larger, generator with not less than 15KW power, with integrated power supply that provides imaging for at least 30 patients with maximum power. It should be easy to move around clinic. LAN / WiFi support, 230V / 50Hz.	6	\$51,954	\$311,724
Ultrasound diagnostic device, portable, high class, with at least 3 transducers, with proper cart, integrated batteries. General tests Color Doppler display, Cardiology. With abdominal, linear, and cardio	8	\$29,791	\$238,328

transduction			
Neurology Microscope	2	\$340,000	\$680,000
Portable pulse oximeter for adults	30	\$150	\$4,500
Pediatric shock stretcher	4	\$1,075	\$4,300
Stretcher for adults, with maximum patient weight 200 kg or higher	27	\$1,650	\$44,550
Patient monitor , compatible with anesthetic apparatus. With at least a 15-inch screen. ECG, Resp, HR, NIBP, Temp, SpO2, NIPP, IBP, IAN / WIFI, OxyCRG (High Class Pediatric / Adult)	6	\$1,650	\$9,900
Computer tomography : at least 64 layers, with different applications, with a special program compatible modern protocol for lung tests with subsequent appropriate updates in future. Gentry diameter not less than 72 cm, table load capacity, not less than 220 kg; ; Set: digital printer for different sizes of tapes; Continuous power supply of appropriate capacity and characteristics, injector for 200 ml syringes, cart, remote control.	2	\$595,000	\$1,190,000
Digital X Ray	3	\$51,954	\$155,862
Ultrasound machine	7	\$29,791	\$208,537
		TOTAL	\$4,947,428

ANNEX VII

Names of Hospitals (in the context of districts, cities and regions)

#	Names of Hospitals (in the context of districts, cities and regions)*
1	The First University Clinic of TSMU, Tbilisi, Georgia
2	Batumi Clinical Hospital, Batumi, Georgia
3	N.Kipshidze Central University Clinic (Rukhi), Rukhi, Georgia
4	„Regional Healthcare Center“ Kutaisi, Kutaisi, Georgia
5	Sachkhere Regional Hospital- Polyclinical Unification, Sachkhere, Georgia
6	Infectious Diseases, AIDS and Clinical Immunology, Tbilisi, Georgia

* Quantities per hospital will be determined during implementation in discussion with the Government.