

Somalia 2013

Appealing Agency	UNITED NATIONS DEPT OF SAFETY AND SECURITY (UNDSS)
Project Title	Strengthening the UNSMS Security management capacity in Mogadishu
Project Code	SOM-13/S/56665
Sector/Cluster	ENABLING PROGRAMMES
Objectives	Strengthen the capacity of UN Security Management System to support the increased number and tempo of the UN AFPs operations and programs in the Somali capital; Strengthen the support to the UNSMS actors through an added local knowledgeable recruited capacity; Equipment procurement to support the deployment of the FSCOs and LSAs
Beneficiaries	Total: 1,400 People in need Women: 700 Other group: 700 Men
Implementing Partners	N/A
Project Duration	Jan 2013 - Dec 2013
Current Funds Requested	\$2,458,800.00
Location	South Central
Priority	A - HIGH
Gender Marker Code	0 - No signs that gender issues were considered in project design
Contact Details	Carlos Frias, jedidah.ogai@undp.org, 254 020 4255000
Enhanced Geographical Fields	

Needs

With the recent changing in tactics from Al-Shabab, particularly in Mogadishu, the space and opportunity for UN AFPs to operate in a wider area increased slightly. However, the resort to different methods of attack and the asymmetric warfare adopted poses additional challenges to support the movement and deployment to areas around Mogadishu in a safe and secure way. In some other cases local militias have stepped into the space vacated by Al Shabaab. Increased access has led to a major but uncoordinated increase in humanitarian activities in Mogadishu. Consequently, UN humanitarian operations need to enlarge their footprint in Mogadishu and increase the delivery of humanitarian aid, while also increasing political and development activities. This will be carried out resorting to a new strategy of mobility, involving movement between the base (MIA), Satellite locations (secured) and working sites, using mobile escorts and added security professionals manpower capacity. In order to address these challenges, funding is being sought to meet the additional costs involved in the development of a revised security approach to UNCT operations in Mogadishu that allows the UN to take advantage of the changing level of security and increase the UN's mobility and impact within Mogadishu.

Activities or outputs

Support UN escort movements; Conduct security Risk Assessments; Organizing and monitor security operations of static guards at various UN sites; Support UN escort movements; Support the Execution of Security Risk Assessments; Monitoring performance of the Security operations and static guards of UN compounds; Equip staff, facilities and vehicles deployed according to MOSS requirements in place; AV Vehicles procurement; Facilities equipment procurement; Individual equipment procurement

Indicators and targets

Recruitment and deployment of 3 Field Security Coordination Officers; Recruitment and deployment of 6 Local Security Assistants; Equip staff, facilities and vehicles deployed according to MOSS requirements in place

ATTACHMENT 3 - STANDARD PROVISIONS

(Note: Throughout this Agreement, the following terms may be used interchangeably: (a) "Grant Officer" and "Agreement Officer;" (b) "Grantee," "Recipient," and "Awardee;" (c) "Grant," "Cooperative Agreement," "Agreement," and "Award;" (d) Agreement Officer's Representative," "Cognizant Technical Officer," "Project Officer," and "Activity Manager;" (e) "Subaward," "Subgrant," and "Subagreement;" and (f) "Subrecipient," "Subgrantee," and "Subawardee." All references to dollars (\$) mean U.S. dollars or the equivalent thereof in another currency. References to "USAID," without an indication of the specific position or individual within USAID, shall mean "Agreement Officer" unless otherwise indicated or delegated to another USAID position or individual by the Agreement Officer.)

1. ALLOWABLE COSTS (APR 2011)

a. The recipient must use funds provided under the award for costs incurred in carrying out the purposes of the award which are reasonable, allocable, and allowable.

(1) “Reasonable” means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) “Allocable” means the costs are necessary to the award.

(3) “Allowable” means the costs are reasonable and allocable, and conform to any limitations set forth in the award.

b. The recipient is encouraged to obtain the Agreement Officer’s written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

2. AMENDMENT (APR 2011)

The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the recipient.

3. NONLIABILITY (APR 2011)

USAID does not assume liability for any third party claims for damages arising out of the award.

4. NOTICES (APR 2011)

Any notice given by USAID or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the recipient should be sent to the recipient’s address shown in the award or to such other address designated in the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

5. PAYMENT (LETTER OF CREDIT) (APR 2011)

a. Payment under the award is completed through a Letter of Credit (LOC), in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).

b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the award over any other payment clause of the award.

c. The recipient should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The timing and the amount of the drawdown must be as close as is administratively possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.

d. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For

reimbursement, the recipient must submit to the USAID Controller an original and three copies of SF-1034, Public Voucher for Purchases and Services Other Than Personal ([http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF%201034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF%201034.pdf)), and SF-1035, Continuation of SF-1034 ([http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/\\$file/SF%201035.pdf](http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/$file/SF%201035.pdf)), normally once a month, but in any event no less than quarterly. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

6. AUDIT AND RECORDS (UN) (SEPT 2011)

- a. The recipient agrees to furnish the U.S. Government (USG) with a final report on activities carried out under the award, including accounting for award funds in sufficient detail to enable USAID to liquidate the award. The report must be submitted to the address specified in the award.
- b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the recipient's usual accounting procedures, which must follow generally accepted accounting practices. The recipient must maintain such financial records for at least three years after the recipient's final disbursement of funds under the award.
- c. UNDP confirms that its financial records, including those relating to the award, will be subject to audit applying established procedures under appropriate provisions of the financial regulations and rules of UNDP. UNDP agrees to make available these audit reports to the USG in accordance with the UNDP Information Disclosure Policy and relevant decisions of the UNDP Executive Board. UNDP also agrees to provide additional clarifications as may be reasonably requested by the USG with respect to questions arising from audit reports relating to the award. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, USAID will bring these to the attention of UNDP and the UNDP Office of Internal Audit will determine, after consultation with USAID, as appropriate, the need for a special independent audit and the scope and plan for any such audit. The costs of such an audit shall be borne by the USG.

7. REFUNDS (APR 2011)

If the recipient earns interest on Federal advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID. Interest amounts up to \$250 per year may be retained by the recipient for administrative expenses.

Funds obligated by USAID, but not disbursed to the recipient before the award expires or is terminated will revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award. Any funds advanced to, but not disbursed by, the recipient before the award's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award.

If, at any time during the life of the award, or as a result of an audit, the Agreement Officer determines that USAID funds provided under the award have been expended for purposes not in accordance with the terms of the award, then the recipient must refund the amount to USAID.

8. AWARD BUDGET LIMITATIONS AND REVISIONS (APR 2011)

- a. The approved award budget is the financial expression of the recipient's program as approved during the award process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the award.
- b. The recipient must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved award budget will be necessary for any of the following reasons:

To change the scope or the objectives of the program or to add any new activity.

To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the award states otherwise.

Additional funding is needed.

The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID award, whichever is greater.

c. The recipient will not be obligated to continue performance under the award (including actions under the “Termination Procedures” provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new award total amount.

9. TERMINATION PROCEDURES (APR 2011)

The award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. After receiving a termination notice from the Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to effect the close out of the award. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the award. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient’s obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the “Allowable Costs” provision of the award.

10. FINANCIAL MANAGEMENT, PROCUREMENT, AND EVALUATION (APR 2011)

To the extent not inconsistent with other provisions of the award, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient’s own financial rules and regulations, and that the recipient will follow its own procurement and evaluation policies and procedures.

11. DISPUTE RESOLUTION (APR 2011)

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the award.

12. TITLE TO AND DISPOSITION OF PROPERTY (AUG 2011)

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of excess property financed under the award will be made in consultation with USAID and, where applicable, the host government of the country in which the activities financed under the award take place or other recipient organizations.

13. USAID DISABILITY POLICY AND UN CONVENTION ON THE RIGHTS OF PERSONS WITH DISABILITIES ASSISTANCE (APR 2011)

The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one’s own choices, and independence of persons; (2) nondiscrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving

capacities of children with disabilities. The full text of the Convention can be found at the following Web site: <http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>.

USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs and make every effort to respect the principles of the Convention on the Rights of Persons with Disabilities in performing the program under the award. One of the objectives of the USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

14. TERRORIST FINANCING CLAUSE (UN) (APR 2011)

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999) ([http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)), S/RES/1368 (2001) ([http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)), and S/RES/1373 (2001) ([http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(2001).pdf)), both USAID and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the award are used to provide support to individuals or entities associated with terrorism.

15. PUBLICATIONS AND MEDIA RELEASES (APR 2011)

a. If the recipient intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

“This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

b. The recipient must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the award.

Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

16. REPORTING OF FOREIGN TAXES (UN) (APR 2011)

The recipient is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay value-added taxes or customs duties related to the award, the recipient must notify the USAID Agreement Officer's Representative (AOR).

ATTACHMENT 4 - OFAC LICENSE SOM-2012-296153-1

UNDER THE

SOMALIA SANCTIONS REGULATIONS

SECTION 1 – AUTHORIZATION: Subject to the terms and conditions stated herein, the U.S. Department of State (“State”) and the U.S. Agency for International Development (“USAID”), as well as their employees, agents, contractors, and grantees (the “Licensees”), are hereby authorized to engage in certain transactions as requested by Secretary Clinton on behalf of the Administration and as described in the July 28, 2011 memorandum from Linda Stuart Specht, Director of the Office of Terrorism Finance & Economic Sanctions Policy, Bureau of Economic, Energy, and Business Affairs, U.S. Department of State (“July 28, 2011 Specht Memorandum”), associated with the provision of U.S. funds to: (a) the United Nations and its specialized agencies or programs; (b) humanitarian organizations having observer status with the UN General Assembly that provide humanitarian assistance; (c) their implementing partners; or (d) other humanitarian organizations participating in the current United Nations Consolidated Appeal for Somalia, for the provision of urgently needed humanitarian assistance in Somalia, notwithstanding that benefit from such transactions may be received directly or indirectly by individuals and entities with whom transactions are otherwise prohibited by the Global Terrorism Sanctions Regulations, 31 C.F.R. Part 594, the Foreign Terrorist Organizations Sanctions Regulations, 31 C.F.R. Part 597, or the Somalia Sanctions Regulations, 31 C.F.R. Part 551.

SECTION 2 – CONDITIONS AND LIMITATIONS: (a) This License is subject to the safeguards and limitations set forth in the July 28, 2011 Specht Memorandum.

(b) This License authorizes certain transactions otherwise prohibited by the Global Terrorism Sanctions Regulations, the Foreign Terrorist Organizations Sanctions Regulations, and the Somalia Sanctions Regulations. Compliance with the terms of this License does not excuse a U.S. person from the need to comply with other provisions of 31 C.F.R. chapter V, and with other applicable provisions of law. Such requirements include the Export Administration Regulations, 15 C.F.R. Parts 730 *et seq.*, administered by the Department of Commerce, and the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, administered by the Department of State.

SECTION 3 – WARNINGS: (a) Except as expressly authorized by the terms of this License, nothing in this License authorizes any transaction prohibited by the Global Terrorism Sanctions Regulations, Executive Order 13224, the Foreign Terrorist Organizations Sanctions Regulations, the Antiterrorism and Effective Death Penalty Act of 1996, the Somalia Sanctions Regulations, Executive Order 13536, or any other Executive orders, laws, or regulations administered by the Office of Foreign Assets Control (“OFAC”).

(b) This License does not authorize the transfer of any blocked property, the debiting of any blocked account, the entry of any judgment or order that effects a transfer of blocked property, or the execution of any judgment against property that is blocked pursuant to any Executive Order or Chapter V of Title 31 of the C.F.R., including the Global Terrorism Sanctions Regulations, the Foreign Terrorist Organizations Sanctions Regulations, and the Somalia Sanctions Regulations.

(c) Except as expressly authorized by the terms of this License, or otherwise by the Office of Foreign Assets Control, nothing in this License authorizes the receipt of funds or other property, directly or indirectly, from any entity or individual whose property or interests in property are blocked pursuant to any Executive Order or Chapter V of Title 31 of the C.F.R., including any entity or individual designated as a Specially Designated Global Terrorist or a Foreign Terrorist Organization, pursuant to any Executive Order or Chapter V of Title 31 of the C.F.R.

(d) Nothing in this License authorizes the provision of funding other than for the purposes delineated in Section 1, above.

SECTION 4 – RECORDKEEPING AND REPORTING REQUIREMENTS: (a) In accordance with 31 C.F.R. Part 501, the Licensees are required to keep full and accurate records of all transactions engaged in pursuant to the authorization contained in this License. Such records shall be made available for examination upon demand for at least five years from the date of each transaction. Such records shall clearly demonstrate the applicability of the authorization set forth in Section 1 hereof. (Attention is drawn to the recordkeeping, retention, and reporting requirements of 31 C.F.R. §§ 501.601 and 501.602.)

(b) With respect to transactions authorized pursuant to Section 1 of this License, it is a condition of this License that State or USAID notify OFAC of the name and address of each existing grantee or contractor authorized to engage in transactions pursuant to Section 1 of this License within fifteen business days of the issuance of this License and provide OFAC with an updated list quarterly thereafter. Each notification is to be cumulative, reflecting all current Licensees with new Licensees highlighted with an asterisk, and is to be submitted to the Licensing Division, Office of Foreign Assets Control, U.S. Department of the Treasury. The reports are to be sent by facsimile transmission to (202) 622-1657 and are to reference **License No. SOM-2012-296153**.

SECTION 5 – PRECEDENTIAL EFFECT: The authorization contained in this License is limited to the facts and circumstances specific to the Application.

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