

## TECHNICAL AGREEMENT

### BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF ITALY

AND

THE GOVERNMENT OF THE FEDERAL DEMOCRATIC REPUBLIC OF  
ETHIOPIA

For the implementation of the Programme:

**"Strengthening health infrastructure at local level"**

the Government of the Italian Republic (hereinafter referred to as "GOI") and the Government of the Federal Democratic Republic of Ethiopia (hereinafter referred to as "GOE") hereinafter referred to as the "Parties", have decided to enter into this Agreement (hereinafter referred to as the "Agreement"):

WHEREAS

Italy, together with Ethiopia and other Partners, is engaged in the framework of the Global Campaign for the achievement of the Millennium Development Goals and has signed, in August 2007, the "International Health Partnership (IHP) Global Compact" and, in August 2008, the "Ethiopia IHP Country Compact". These processes are the follow up of the Paris Declaration principles i.e. National ownership, Alignment with national systems, Harmonization between agencies Managing for results and Mutual accountability with the aim of increasing the aid effectiveness in the health sector;

WHEREAS

under the Ethio-Italian Cooperation Framework 2013-2015 (hereinafter referred to as CF) signed in Addis Ababa on May 30, 2013 by the Ministry of Finance and Economic Cooperation (hereinafter referred to as MoFEC) for the Ethiopian side and by the Italian Ministry of Foreign Affairs for the Italian side, it was agreed that the health sector will continue, considering the good level of effectiveness, innovation and sustainability, to enforce the process of harmonization among Development Partners and alignment with the Government Procedures;



WHEREAS under the CF, it is agreed that the amount of 10,800,000 Euro in grant will be allocated to the health sector and will be channelled to support mainly the following:

- A. the MDG fund, directly managed by the Federal Ministry of Health for the amount of 7,000,000 Euro in grant;
- B. the Health Information System development for the amount of 3,500,000 Euro in grant;
- C. the Health Pooled Fund to UNICEF for the Health Population and Nutrition for the amount of 300,000 Euro in grant;

WHEREAS it is agreed that the amount of 5,000,000 Euro in soft loan will be allocated in order to achieve the following goals: a) provision of safe water to selected health centres in Amhara and SNNP regions, b) construction of drug warehouses in Amhara region and c) implementation of Electronic Medical Records (EMR) in selected hospitals in Addis Ababa;

WHEREAS throughout appraisal activities jointly carried out from November 2014 to march 2015 by the experts of the Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs (hereinafter referred to as "MAECI/DGCS") and by the Federal Ministry of Health, the initiative named "Soft loan" (hereinafter referred to as the "Programme") has been prepared, endorsed by MoFEC and sent to the Embassy of Italy in Addis Ababa with a request for financing on 27 May 2014

WHEREAS the Board of the Italian Development Cooperation has approved the financing of the Programme on 29 May 2015;

WHEREAS The Ethiopian and the Italian Governments have signed, on December 8th 2014 the Development Cooperation Framework Agreement, which entered into force on April 23th 2015. As per Article 1, "the Agreement regulates the activities of development cooperation financed by Italy, the subsidiary agreements for their implementation and the status of entities, institutions and organisations involved". In this context, as per Article 2.1 and 2.2 "Ethiopia is represented by the Ministry of Finance and Economic Development"; "Italy is represented by the Ministry of Foreign Affairs - Directorate General for Development Cooperation through the Embassy of Italy";

WHEREAS The Italian Agency for Development Cooperation has been instituted by law 125/2014 as an autonomous agency, operational from 1 January 2016 and in charge of identification, formulation, implementation,



financing and monitoring of development cooperation projects under the political guidance of the Italian Ministry of Foreign Affairs and International Cooperation (MAECI);

WHEREAS The Statute of the Italian Development Cooperation Agency has been approved by inter-ministerial decree n 113/2015 and makes provisions for the financial means of the Agency (Art 13).

## ARTICLE 1

### SCOPE AND CONTENTS OF THE AGREEMENT

1. The present Agreement is aimed at:
  - Establishing the mutual obligations of the Parties concerning the implementation of the Programme;
  - Defining crediting, disbursement, procurement, monitoring, evaluation, control and reporting procedures.
2. This Agreement consists of the present Text, the Programme Implementation Document (PID) hereto attached in Annex A and the eligibility criteria, ethic clauses and contract general principles document hereto attached in Annex B.

## ARTICLE 2

### PROGRAMME OBJECTIVES

The **General Objective** of the Programme is to improve the health status of Ethiopian population according to HSDP and in line with the health Millennium Development Goals and the new Sustainable Development Goals.

The **Specific Objective** of the Programme is to increase the coverage and improve the quality of preventive and curative health services by:

- a) improving the hygienic condition of health services and clients providing safe water systems to selected health centres;
- b) improving the drug management system building or rehabilitating drug warehouses of selected health centres;
- c) assuring the continuity of care implementing Electronic Medical Records in selected

hospitals.

The Programme contributes to the MDG 4, Target 4A, MDG 5, Targets 5A and 5B adopted by the Universal Access Plan of the Government of Ethiopia.

In view of the new sustainable development objectives approved in September 2015 with the 2030 Agenda for Sustainable Development, the Programme also contributes to the SDGs 3.8, 3b, 6.2

### **ARTICLE 3**

#### **FINANCIAL CONTRIBUTION OF THE PARTIES**

##### **1. Contribution of GOI**

The total financial contribution of the GOI consists in a **Loan** ((hereinafter referred to as "Loan") up to a ceiling of **EURO 5,000,000** (five million EURO/00). The Loan is untied and is divided as follows:

- a) Euro 3,784,000 for the provision of safe water to selected health centres;
- b) Euro 216,000 for construction/rehabilitation of selected health centres' drug warehouses;
- c) Euro 1,000,000 for implementation of EMR in selected hospitals.

The Loan, amounting to Euro 5,000,000, is intended for the physical implementation of the Programme. This amount shall be directly transferred and managed by the Ministry of Health, which is the recipient Executing Agency.

"The Loan concessionality level will be equal to 60%.. The financial conditions that correspond to such concessionality level in 2016 are the following:

- Annual interest rate: 0,00%;
- Repayment: 40 years of which 27 of grace period, in equal, consecutive, and deferred instalments"

##### **2. Contribution of GOE**

The GOE shall ensure appropriate management of funds.

The funds financed are meant to complement the funds already provided by MoH, RHBs of Amhara and SNNP respectively. Thus, the GOE shall ensure that the MoH, Regional Health Bureaus of Amhara and SNNP provide regular human, financial and logistic resources necessary for the execution of the Programme activities including the cost of the planned audits detailed in article 8 of the present Agreement.

Moreover VAT and other taxes, duties, clearing and storage charges and any other levies to be paid in Ethiopia for the execution of the Programme activities shall be borne by GOE.

#### ARTICLE 4

##### INSTITUTIONS AND BODIES INVOLVED IN THE IMPLEMENTATION OF THE AGREEMENT

The main Institutions and Bodies involved in the implementation of the Agreement are:

1. For the Ethiopian side:

The **Ministry of Finance and Economic Cooperation of Ethiopia (MoFEC)**, representing the GOE as counterpart of the GOI for this Agreement and signing the subsidiary financing agreement with Cassa Depositi e Prestiti S.p.A.;

The **Ministry of Health** as the recipient Executing Agency of the Programme at federal level for the Programme; the **Regional Health Bureaus** (hereinafter referred to as RHBs) of Amhara and SNNP which act as delegated Executing Agencies for the Programme at regional level;

The **National Bank of Ethiopia** (hereinafter referred as NBE) acting as administrator of the "Special Account" denominated "XXXXXXXXXX" in Euro currency into which the GOI shall transfer agreed funds;

The **Regional Commercial Banks** (hereinafter referred as RCB), acting as administrators of the Regional Special Accounts in Ethiopian Birr opened by the concerned Regional Health Bureaus upon MoH's request.



2. For the Italian side:

**The Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs and International Cooperation (MAECI/DGCS)**, representing the GOI for the Agreement;

**The Italian Agency for Development Cooperation (AICS)**, charging of the financing and the monitoring of the programme;

**The Addis Ababa Office of the AICS** representing AICS in Ethiopia for the implementation of this Agreement. It is responsible for the supervision of the bilateral cooperation activities between Italy and Ethiopia.

**Cassa Depositi e Prestiti S.p.A.** (hereinafter referred to as "CDP"), the Italian Cassa Depositi e Prestiti will act as lender for the Loan on behalf of GOI providing all the transfers requested by MoFEC or Executing Agency and receiving the repayments with the Financial Agreement.

The Parties, having properly informed all the above-mentioned Institutions and Bodies, will provide them with a copy of the present Agreement. The Parties will ensure that such Institutions and Bodies will fulfil, for what concerns to each of them, the obligations of the Agreement.

## ARTICLE 5

### GOVERNANCE OF THE PROGRAMME

The Programme shall operate within the regular framework of the HSDP. The MoH will act as Executing Agency for the Programme. The essential elements of the governance of the Programme, are as follows:

1. A **Steering Committee** (hereafter referred to as "SC") will be put in place. It will be composed by 5 members representing MoFEC, MoH, Addis Ababa AICS, RHBs of Amhara and SNNP. The SC will be in charge of the overarching supervision of the Programme. It shall meet annually to evaluate the progress towards the achievement of objectives, the adherence/alignment with national sectoral policies and to endorse the annual operational plan for the Loan. All the decisions of the SC

must be unanimously taken. It will meet under request of one of its members, at least once a year or any time decisions are required. Costs associated with the participation to the meetings, if any, will be borne by the respective institutions.

2. The **MoH**. The MoH will act as Executing Agency of the Programme.
3. The **RHBs**. The RHBs of Amhara and SNNP regions will act as Sub-executing Agencies and will carry out the activities to be implemented at local level with the support of the TAMU.
4. The Programme shall comply with the framework of the **HSDP**, and shall follow the **Programme Implementation Document** for the execution of funds of the Loan.
5. The **execution of the Programme** shall be under the direct responsibility of MoH. The MoH shall provide at its own costs the salaries of the personnel involved in the Programme, including the Person in Charge, whose roles and responsibilities are defined in article 5.6 of this Agreement.
6. The **PIC**. The MoH shall designate the Person in Charge (hereinafter referred to as the PIC) head of a Project Implementation Unit (PIU) responsible for the management of the funds of the Loan provided under the present Agreement. The PIC will be the direct counterpart of the TAMU's Italian Expert (hereinafter referred to as the "IE") and will be supported by TAMU's Team. It will sign all reports and requests for transfer of funds according to the relevant provisions of the Agreement and will have towards the Parties the responsibility to ensure the full implementation of the Agreement. The PIC, under the overall guidance of the SC, shall also steer and coordinate the technical assistance provided to the Programme. Concerning the day-by-day management of activities financed under the Loan, the PIC will act in regular consultation and agreement with the IE.
7. The **TAMU**. In order to facilitate an effective implementation of the Programme, a Technical Assistance, and Monitoring Unit (hereinafter referred to as TAMU) shall be established in support of the MoH's and RHBs' operations and to monitor Programme's operations. Among other activities, the TAMU will support the MoH and the RHBs in research and studies activities. The TAMU will be staffed with Italian experts (hereinafter referred to as IEs) designated by AICS, local experts and support personnel, constituting the TAMU's Team. The PIC will be the direct counterpart of the TAMU's Italian Expert (IE). The TAMU shall be located outside the MoH facilities and the relevant equipment and running costs, office rent and personnel salaries shall be financed by GOI via Channel 3 option of HSDP. Channel 3 shall finance the IEs ( euro 480.000,00) and the TAMU costs as specified in the Programme Implementation Document



(PID) ( euro 243.000,00).

8. The Programme **implementation Schedule** shall be detailed within the relevant APs.

## ARTICLE 6

### CREDITING MODALITIES OF THE LOAN

The GOI under this Agreement commits itself to provide financial resources as indicated in the Article 3.

#### 1. Bank Accounts

The financial resources provided by the Italian side through the Loan under the present Agreement will be transferred in Euro currency to the Special Account at the **National Bank of Ethiopia** denominated "XXXXX".

#### 2. Estimated costs

The **indicative estimated share** of the Loan by Programme's Components has been determined during the preliminary joint appraisal phase and can be adjusted based on the detailed Action Plans without exceeding the total amount of Euro 5,000,000 and according to the procedure described in the Article 9.1. It is as follows:

|   | COMPONENTS                                                              | I Instalment     | II Instalment    | TOT EURO         |
|---|-------------------------------------------------------------------------|------------------|------------------|------------------|
| 1 | Provision of safe water to selected health centres                      | 1.784.000        | 2.000.000        | 3,784,000        |
| 2 | Construction/rehabilitation of selected health centres' drug warehouses | 216.000          | 0                | 216,000          |
| 3 | Implementation of EMR in selected hospitals                             | 1.000.000        | 0                | 1,000,000        |
|   | <b>Total for the 3 Components</b>                                       | <b>3.000.000</b> | <b>2.000.000</b> | <b>5,000,000</b> |



### 3. Loan

The effectiveness of the present Agreement is subject to the signature of a Financial Agreement between the Ethiopian MoFEC and the Italian intermediary Bank Cassa Depositi e Prestiti, and pursuant to the following clauses of this Agreement, the same Cassa Depositi e Prestiti will transfer the funds, in **two** instalments as per the above table for a total amount of **EURO 5.000.000** according to the following crediting procedures.

### 4. Crediting procedures

Upon entering into force of this Agreement and of the Financing agreement and before the start of the procedure of disbursement of the **first instalment** by Cassa Depositi e Prestiti, the AICS shall verify that the following preconditions are met:

- a) MoH shall have assigned the PIC;
- b) MoFEC shall have informed Cassa Depositi e Prestiti e AICS, through its Addis Ababa Office regarding the details of the destination bank account;
- c) MOH shall have submitted a specific request for the crediting of the installment to Cassa Depositi e Prestiti through the Addis Ababa Office of AICS;
- d) MoH shall have provided a programmatic plan relative to the entire amount of funds which shall be approved by AICS/ Addis Ababa AICS.

Pre-condition for the disbursement of **second instalment** are:

- a) 60% of the previous instalment is committed and 30% of the previous instalment is spent and justified;
- b) The technical, financial and procurement audit is carried out, and its report submitted and approved by the AICS and Cassa Depositi e Prestiti. The procurement report shall concern only the tenders below the thresholds mentioned in art.9.3;
- c) MOH shall have submitted a specific request for the crediting of the instalment to CDP through the Addis Ababa Office of AICS.

## 5. Taxes

The Italian contribution, as detailed in article 3.1 of this Agreement, cannot cover taxes, VAT, duties, clearing and storage charges and any other levies to be paid in Ethiopia. In case any of the above expenses are needed for the execution of the Programme's activities, they will be covered by the GOE contribution (see article 3.2 of this Agreement).

## ARTICLE 7

### ACTIVITIES AND FINANCIAL/TECHNICAL/PROCUREMENTS REPORTS

#### 1. Action Plans

Within 30 days from the receipt of the Loan, MoH, with the support of the TAMU, shall prepare annual Action Plans (APs). Each AP shall be submitted by the PIC to the Steering Committee for endorsement. After approval of the AP by the SC MoH can start utilizing the funds.

#### 2. Reports

- a. The MoH shall submit two audit reports. The first audit will focus on the first instalment and is triggered at moment of requesting the second instalment. The second (final) audit will focus on the second instalment and the remaining part of the first one.
- b. The MoH will provide joint financial and technical procurement reports to AICS through AICS office of Addis Ababa for endorsement every six months (Semi-Annual Reports, SAR). The reports will analyze the utilization of the entire Loan. The TAMU will support the MoH in drafting such reports.
- c. The six months report, shall include two sections reporting the description of the activities carried out (first section) and the relevant financial, administrative, and procurement information (second section). The procurement report shall concern only the tenders below the thresholds mentioned in art. 9.3. The first of such reports shall cover the first six months of activity starting from the date in which the funds have been credited. The last of the six months report produced shall also have the function of Final Project Report (FPR).



- d. Day to day monitoring activities of the Programme shall be responsibility of the PIC in collaboration with TAMU and shall be performed in accordance to the PID.
- e. The PIC is responsible for maintaining an updated accounting system that contains records to ensure the accuracy and reliability of Programme financial information and reporting. The accounting system shall also ensure that supporting documents (statements of expenditure, bidding documents, contract documents etc.) are properly identified and that approved/amended budgetary lines are not exceeded. The original documents must be kept in MoH's offices. The accounting system and/or record keeping must track the advances received and the expenditure records by the Programme. Financial reports, statements of the executed expenses and contracts shall be presented to SC whenever required.
- f. At the moment of requesting the second instalment, MoH shall provide an Instalment Request Report having the same structure and transmission procedure as for the points 1 and 2 above.

## **ARTICLE 8**

### **AUDITING AND MONITORING & EVALUATION ACTIVITIES**

#### **1. Auditing modalities:**

The aforementioned audit reports will be performed by an independent Auditing firm to be selected or assigned or short-listed by the Office of the Federal Auditor General (OFAG) to perform their services in Ethiopia. The audit will focus on both:

- Administrative and financial aspects: compliance with PID procedures (including procurement process, bidding document preparation, selection and awarding process). The procurement reports shall concern only tenders below the thresholds mentioned in art. 9.3
- Technical aspects: compliance with the technical clauses of the contracts, infrastructure quality check, compliance and follow up of the projects impact indicators.

According to the provisions of Article 3.2, the cost of the audits will be covered by GOE.

#### **2. Other activities**

Parties will have the right to perform, at their own expenses, all the monitoring & evaluation, control and auditing activities that shall be deemed necessary. Joint (ongoing,

final and ex-post) evaluation activities will be organized by MAECI/DGCS / AICS through their Addis Ababa offices whenever deemed appropriate.

## **ARTICLE 9**

### **USE OF ITALIAN FUNDS**

In the event of the unsatisfactory progress of Programme's activities as resulting from review missions performed by AICS, and of a consequent decision of withdrawing funds from the Programme, the Italian funds already disbursed to the MOH and not spent will be made available to the GOI.

#### **1. Reallocation of funds**

Budget lines reallocations in respect to the Programme Budget in EURO, detailed in the PID, are allowed during the preparation of the APs. Requests for reallocations will be submitted by the PIC to the AICS /AICS Office of Addis Ababa for non-objection and do not require this Agreement to be amended.

#### **2. Interests accrued and savings**

Any interest generated in the accounts shall be used for the same purposes and with the same procedures outlined in this Agreement, prior approval of the SC.

#### **3. Procurement activities**

In line with the Ethiopia IHP Country Compact and the HSDP Health Harmonization Manual, the MoH utilizes GoE channels and procedures for Procurement under HSDP. Those procedures are in line with those of the World Bank and annex B.

Health commodities will be furnished by Pharmaceutical Fund and Supply Agency (PFSA). The Programme will purchase health commodities by PFSA at official prices.

Procurement activities will be performed at local level by MoH with the assistance of TAMU, according to the budget allocations. They must also meet the Eligibility Criteria, Ethic Clauses And Contract General principles here attached as Annex B.

World Bank thresholds are:

9

*[Handwritten signature]*



|          |                                                                                                 |
|----------|-------------------------------------------------------------------------------------------------|
|          | <b>International Competitive Bidding (ICB) thresholds</b>                                       |
| Services | More than 200 001 USD per contract for firms<br>More than 100 001 USD for individual consultant |
| Goods    | More than 500 001 USD                                                                           |
| Works    | More than 5 000 001 USD                                                                         |

|          |                                                                                                 |
|----------|-------------------------------------------------------------------------------------------------|
|          | <b>National Competitive Bidding NCB thresholds</b>                                              |
| Services | Less than 200 000 USD per contract for firms<br>Less than 100 000 USD for individual consultant |
| Goods    | Less than 500 000 USD                                                                           |
| Works    | Less than 5 000 000 USD                                                                         |

The controls of procurement ex post may be entrusted to auditing companies only with regard to tenders below the threshold. For tenders where the amounts are above threshold, controls would be made in advance (ex ante) by the AICS.

Such ex ante control shall include the following steps: bidding document preparation, selection process, financial opening and awarding of the related contract.

## ARTICLE 10

### OBLIGATIONS FOR ETHIOPIA

1. MoFEC shall ensure that the Italian funds are properly and timely accounted within the budget for the due fiscal year.
2. The MoFEC shall communicate to the Addis Ababa Office Of AICS, upon the entry into force of the present Agreement, bank accounts details according to what described in Article 6 of this Agreement.

*h*

*M*

3. MoFEC shall make sure that all the Ethiopian bodies and institutions involved in the Programme implementation will observe the provisions of this Agreement, in particular that financial and technical reports, necessary for funds disbursements, shall be timely submitted to AICS according to articles 6 and 7 of this Agreement.
4. In case there is a need for hard currency as per contract agreement for importation of goods for the projects, MoFEC, shall facilitate the provision of hard currency for the contractors in line with the provisions of article 9 of this Agreement.

#### **ARTICLE 11**

##### **OBLIGATIONS FOR ITALY**

1. MAECI-DGCS shall disburse the total amount agreed according to the procedures described in article 6 of this Agreement.
2. AICS shall accomplish all the required activities for the supervision, monitoring and evaluation of the Programme. It shall dedicate particular attention to the efficiency for funds utilization and to the effectiveness of Programme implementation.

#### **ARTICLE 12**

##### **SETTLEMENT OF DISPUTES**

Any dispute between the Parties arising out of the implementation of this Agreement shall be settled amicably by consultations or negotiations between the Parties through diplomatic channels.

#### **ARTICLE 13**

##### **IMPEDIMENTS AND FORCE MAJEURE**

In case of impediments to implement this Agreement due to case of force majeure such as war, flood, fire, typhoon, earthquake, labour conflicts and strikes, civil unrest acts of any government, unexpected transportation difficulties and other cases which will be recognized by both Parties upon agreement as force majeure according to practice or in case of peril or unsafe conditions for the expatriate personnel, the following provisions shall apply:

- In case that the duration of the impediment to the implementation of the Programme





is less than six months, the use of the funds shall be suspended until MAECI/DGCS authorizes resumption of activities.

- In case the duration of the impediment to the implementation of the Programme is greater than six months, the Programme shall be suspended and the residual funds shall be maintained until the impediment finishes and MAECI/DGCS authorizes resumption of the Programme activities.

#### **ARTICLE 14**

#### **PREVENTION OF ABUSE AND ILLEGAL USE OF FUNDS**

MoFEC, MoH and RHBs shall ensure that the funds provided by GOI under this Agreement will be used strictly in accordance with the provisions of this Agreement. MoFEC and MoH commit themselves to take all reasonable measures to ensure an efficient administration of the aforementioned funds and prevent any abuse and illegal use thereof.

#### **ARTICLE 15**

#### **RESOLUTION OF THE AGREEMENT**

1. MAECI/DGCS reserves the right to resolve this Agreement in the following cases, due to severe fault by MoH and MoFEC, i.e.:
  - Unmotivated and prolonged delays in the use of the funds such to threat the achievement of Programme objectives.
  - The use of the funds for reasons different than those included in this Agreement and its annexes or its amendments.
  - Severe mismanagement of the funds.
  - In the event of failure to implement, or to report on, the program in a manner consistent with the terms of this Agreement.
  - In case of impediment or force majeure as per article 13 of this Agreement.

2. In case of the above mentioned severe fault, MAECI/DGCS shall notify the event in writing to MoFEC, inviting it to take the measures necessary to solve the fault within maximum sixty days from the date of the notification. Passed this time limit, MAECI/DGCS reserves itself the right to terminate immediately this Agreement. In this case the provisions contained in article 12 of this Agreement shall apply.
3. In the cases mentioned above, MAECI/DGCS may decide unilaterally the termination of this Agreement notifying, through Verbal Note, MoFEC with at least three months in advance. In all cases, after such notification, MoFEC shall stop all activities of the Programme, unless otherwise agreed between the two Parties.

## **ARTICLE 16**

### **AMENDMENT TO THE AGREEMENT**

1. This document constitutes the entire Agreement between the Parties and may be altered or varied only by prior written agreement of the Parties and in full respect of its articles no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.
2. The Parties may amend this Agreement, at any time by means of exchange of Verbal Notes between the Parties. The amendment shall come into force on the date of the second Verbal Note through which the Parties inform each other upon the completion of the relevant internal procedures.

## **ARTICLE 17**

### **ENTRY INTO FORCE, DURATION AND TERMINATION**

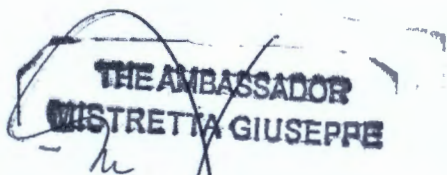
1. This Agreement shall come into force after the Parties inform each other upon the completion of the relevant internal procedures which needs to be formally notified, and shall remain in force until the complete reimbursement of the Loan.
2. At the end of the Programme activities, the FPR (in line with article 7) shall include an additional section dedicated to the status of the loans disbursed to the TWUs and the plan of foreseen repayments. On the basis of this information an exchange of Verbal Notes between the Parties shall define the modalities for possible controls by AICS of the funds therefore returning to the MoH in due time and to be used by MoH.



3. The Agreement may be terminated by either Parties giving 3 (three) months written notice in advance, through the diplomatic channels, of its intention to terminate the Agreement. Funds not committed at the date of termination of the present Agreement shall be returned to the GOI.
4. If, for any reason, the execution of this Agreement cannot be completed in conformity with the provision of this Agreement, the Parties shall consult each other on the matter. The funds not yet credited and/or committed shall be utilized only upon a specific agreement between the Parties, otherwise they shall be returned to GOI.

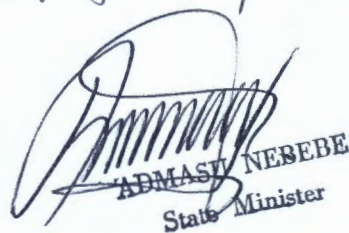
In witness whereof the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement in the English language in duplicate, both texts being equally authentic.

Done at ... Addis Ababa ... on this ... 20th ... Day of ... February ... 2017

  
THE AMBASSADOR  
MISTRETTA GIUSEPPE

FOR THE GOVERNMENT OF THE  
REPUBLIC OF ITALY



  
ADMASI NESEBE  
State Minister

FOR THE GOVERNMENT OF THE  
FEDERAL DEMOCRATIC REPUBLIC  
OF ETHIOPIA

