

AGREEMENT BETWEEN THE GOVERNMENT OF SOMALILAND

As represented by
the

521180

MINISTRY OF NATIONAL PLANNING AND COORDINATION

and

INTERNATIONAL NON-GOVERNMENTAL ORGANIZATIONS

- WHEREAS underdevelopment and its resultant effects of natural disasters compounded by man-made calamities have brought hardship to the people of Somaliland hereafter referred to as “the People”;
- WHEREAS to seek short-term relief and long-term solutions to these problems it is desirable to ensure that the activities of international Non-Governmental Organizations are coordinated in such a way as to ensure maximum benefit for the People of Somaliland, with proper regulation by the Government of Somaliland;
- WHEREAS _____ {hereafter referred to as the “Organization”} provides assistance to support and/or complement the efforts of the Somaliland Government and the People to develop the full resources of the country, both human and material;
- WHEREAS the Government of Somaliland has delegated the responsibility for such coordination to the Ministry of National Planning and Coordination (hereafter referred to as the Ministry);
- WHEREAS the Ministry in accordance with its mandate wishes to facilitate the work of the Organization, and at the same time to ensure due compliance with the laws of Somaliland;
- WHEREAS the Organization will enter into one or more agreements, if it is operational and depending on its activities, with the Ministry and relevant Line Ministries;
- WHEREAS such agreements will make provision for the particular activities to be carried out, the terms for reporting and accounting therein, and the disposition of any material assets used thereafter.
- WHEREAS convinced that an agreement will facilitate an effective environment in which to carry out work in a planned manner so that duplication and wastage are avoided and all parties are able to work towards self-sufficiency for, and empowerment of, the People.

NOW THEREFORE the Ministry and the Organization agree as follows:

ARTICLE 1

PARTIES TO THE AGREEMENT AND DEFINITIONS

1. This agreement is made between the Ministry of National Planning and Coordination on behalf of the Government of Somaliland and the Organization.

2. Definitions.

The following terms and phrases shall, unless the particular context otherwise requires, have the following meaning:

- 2.1 “Government” shall refer to the Somaliland Administration as it exists at all levels (central, regional, district, municipal). In signing this agreement, the Organization shall not be considered to be taking any position pertaining to Somaliland’s status with regards to recognition.
- 2.2 “The Ministry” shall refer to the Ministry of National Planning & Coordination, which has the mandate to be the principle coordinating ministry for the Government of Somaliland.
- 2.3 “Line Ministry” shall mean Ministry, autonomous Organization, or any other government agency that has full responsibility in any sector;
- 2.4 “The Organization” shall mean a non-political, non-governmental, non-profit making humanitarian Organization which, using its own resources and resources it receives from funding organizations, participates in activities which contribute to national efforts to eliminate poverty and promote the development of the country.
- 2.5 “Community” shall mean a grouping of people living in a defined geographic area and benefiting from a specific Organization implementing or funding project/s;
- 2.6 “Plan of Operation” shall provide information on the aims and objectives of the Organization and the type of activities to be undertaken in Somaliland. It shall also identify the Organization’s country of origin, location of headquarters in that country, anticipated administrative and operational arrangements, implementing agencies, selected project area(s), expected duration of projects, anticipated costs, disposition of any material assets used, etc. The Plan of Operation shall be submitted upon signing of this agreement and shall be a requirement for legal registration of the Organization with the Ministry.
- 2.7 The “Annual Plan” shall be a report submitted at the beginning of each year that outlines the Organization’s planned activities for that year. The Annual Plan shall be an update of the initial Plan of Operation and shall identify specific projects whose implementation is anticipated.
- 2.8 “Annual Report” shall be a report submitted at the end of each calendar year that outlines the activities carried out during that year. In the event that activities specified in the Annual Plan were not implemented or priorities were shifted, the Annual Report will explain the reasons for this.
- 2.9 “Project Activities” shall mean relief, rehabilitation and development activities such as (but not limited to) child welfare, infrastructural development, employment generating schemes, drinking and livestock water projects, gratuitous relief, supplementary nutrition, agricultural support activities, health service measures, livestock preservation, food delivery systems, natural

resource management and environmental protection, undertakings in complementary sectors and in other support activities;

- 2.10 “Project Agreement” shall mean the agreement entered into with the Ministry and one or more Line Ministries which provides the details of a particular project activity to be carried out based on the Plan of Operation and/or Annual Plan;
- 2.11 “Project Material” shall mean any and all commodities such as food, medical supplies, equipment, vehicles, or other kinds of goods and property used, owned or acquired by the Organization for its project activities.

ARTICLE II.

OBLIGATIONS OF THE ORGANIZATION

The Organization shall:

1. through the process of registration, make known to the Ministry its objectives, legal status in the country of origin, location of its head office, relationships with any government and general source(s) of funding;
2. subsequent to the signing of this Agreement, submit its Plan of Operations to the Ministry.
3. prior to engaging in any new project activity, sign a Project Agreement with the Ministry and relevant Line Ministry(ies);
4. sign a Memorandum of Understanding between the Organization and the relevant Line Ministry(ies) to establish and clarify the working relationship and any special arrangements that are to be made between the Line Ministry(ies) in implementing the Organization’s activities;
5. provide assistance to the people of Somaliland in accordance with the terms of the relevant Project Agreement(s).
6. where appropriate, promote sustainability by ensuring the ability of the community or government counterpart to assume responsibility for maintaining the project’s output;
7. in the event that the terms of a Project Agreement must be altered, sign an amendment to that Project Agreement together with the other signatories of the original Agreement (the Ministry and the relevant Line Ministries).
8. deduct and transfer the amount of tax due from the salaries of personnel of Somaliland nationals, as provided by the respective tax laws of Somaliland;
9. submit to the Ministry and relevant Line Ministries information and reports pertaining to project activities (research, monitoring or evaluation reports; socioeconomic surveys, feasibility studies, etc.);
10. upon expiry or termination of the Project, hand over the project activities along with its assets to the Ministry or to the Line Ministry, or to such other Organizations approved by the Project Agreement. In the event that some of the project assets are required for similar activities within Somaliland each party shall give full consideration to any proposal advanced by the other party;

11. transfer all assets and property of the Organization's Head Office in Somaliland to the Ministry upon the decision of either party to terminate the operations of the Organization;
12. in the event that an expatriate member of staff fails to pay any and/or all bills and damages owed to the Government and/or third parties, assume full responsibility for their settlement;
13. copy to the Ministry, as the coordinating ministry for the Government, all correspondence addressed to any government body (Line Ministry; regional, district or municipal offices; etc.)

ARTICLE III

OBLIGATIONS AND RESPONSIBILITIES OF THE MINISTRY OF NATIONAL PLANNING AND COORDINATION

The Ministry shall:

1. act as the sole government body charged with registration of nongovernmental organizations operating in Somaliland;
2. designate one or more Line Ministries with which the Organization shall be authorized to work. Selections shall be made on the basis of the sector(s) that the Organization intends to be involved: designations shall be made in consultation with the Organization and the concerned ministries;
3. select the operational area(s) in which the Organization is authorized to work; such designations shall give due consideration to the geographic preference(s) of the Organization and its field(s) of competence;
4. act as the focal ministry for all communication between the Somaliland Government and the Organization. All correspondence between the designated line ministries and the Organization shall be copied to the Ministry of Planning;
5. liaise between the Organization, regional administration, line ministries, and other Government Agencies in all matters relating to the Organization's activities in Somaliland;
6. provide support so that all work financed by the Organization and all property of the projects shall be under the administration and management of the Organization during the period of the validity of this Agreement;
7. in the event that the Ministry evaluates the work of the Organization, make available to the Organization its findings for review and comment before finalization;
8. subject to this Agreement and the terms of the project Agreement/s that may be entered into hereafter, facilitate tax free importation of materials into Somaliland for the Organization's head office in Somaliland and for its projects;
9. assist in the granting of the privilege of importing and re-exporting, free of all duties, household and personal effects and other goods for the personal use of the Organization's international staff;

10. facilitate the entry into Somaliland of qualified expatriate personnel for the Organization's office(s) in Somaliland in the absence of local expertise for projects;
11. facilitate, in respect of all non Somaliland personnel of the Organization and their families, exemptions from restrictions and fees concerning entry visas, residence permits, and work permits (where applicable);

ARTICLE IV

BOOKS OF ACCOUNTS AND RECORDS

1. The Organization shall keep and maintain full and accurate accounts of its assets, liabilities, income and expenditures in accordance with standard accounting practices.
2. In the case of a dispute being brought to the Supreme Court (see Art. V, Cl.1), the Organization may be required to present such records to the Court for settlement of the claim.

ARTICLE V

RESOLUTION OF DISPUTES

1. A resolution to any dispute between the Organization and the Ministry or Line Ministry(ies), or any other entity arising out of or relating to this Agreement or any specific Project Agreement, shall first be sought through negotiation, compromise or arbitration before resorting to adjudication by the Supreme Court and the laws of the land.
2. If such resolution efforts fail, the case may be referred to the Supreme Court of Somaliland by the Ministry of National Planning and Coordination. This Ministry shall be the only government body mandated to bring a case involving the Organization to the court.

ARTICLE V

EFFECTIVE DATE, DURATION, RENEWAL AND TERMINATION

1. This Agreement shall enter into force and be effective when duly signed by both parties.
2. This Agreement shall remain in full force and in effect for a period of time not exceeding one year beginning from the date upon which it is signed by both parties.
3. This Agreement may be renewed by mutual consent of the two parties made in writing no less than three months prior to the expiry date.
4. Either party may terminate this Agreement with two months' prior written notice to the other party.
5. Decisions to terminate this Agreement from the Government side may be made only by the Ministry.
6. In a state of "force majeure" the Organization may terminate performance of its obligations under this Agreement, and any or all project Agreements forthwith,

without prior notice, to the extent and at such times as the Organization deems it necessary to ensure the safety of its personnel and property.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. The employment and dismissal of local staff, and all related factors, shall be governed by Somaliland Labour Code.
2. Any previous Agreement made between the Organization, the Ministry and any Line Ministry is hereby replaced by this Agreement. Any project activity undertaken under previous agreement shall, however, be completed in accordance with original plans as long as they are in conformity with the provision of this Agreement and general Government policy.
3. Any relevant matter for which no provision is made in this Agreement shall be settled by the parties in keeping with the purpose of the Agreement and the intention of the parties, in which case, each party shall give full and sympathetic consideration to any proposal advanced by the other party under this provision.
4. Failure to adhere to the terms and consideration of this Agreement may result in its cancellation with two months' notification.
5. Both parties hereby agree that the signing of this Agreement does not in any way entail liability and/or obligations on the part of either of the parties except those liabilities/obligations explicitly accepted by both under the terms of this Agreement.
6. The Ministry and representatives of the Organizations have agreed that this Agreement may require amendments from time to time. The Ministry, through an established procedure, will give consideration to amendments proposed either by the Ministry or the Organizations.
7. All parties are committed to abide by the spirit as well as the letter of this Agreement.
8. Any notice or request made under this Agreement shall be deemed to have been given or made when and where it is delivered by hand or faxed and receipt confirmed by the other party.

FOR THE GOVERNMENT

FOR THE ORGANIZATION

Line Ministry

(Name of the Organization)

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective parties, have signed this Agreement at

Hargeisa, Somaliland, this _____ day of _____, 19 _____

FOR AND ON BEHALF OF THE
GOVERNMENT OF SOMALILAND

FOR AND ON BEHALF OF
THE ORGANIZATION

(Ministry of National Planning)

Signature _____ Signature _____

Name _____ Name _____

Title _____ Title _____

Date _____ Date _____