

TRI-LATERAL LETTER OF AGREEMENT BETWEEN THE WORLD HEALTH ORGANIZATIONS

AND

AKG Company for Engineering Construction and Trading




AND

Ministry of Health, Republic of Iraq

1. Reference is made to the contract.../2012 dated...21... of...February...2012 (hereinafter referred to as **Attachment 1**) between Ministry of Health, Republic of Iraq as (hereinafter referred to as MOH) and the AKG Company for Engineering Construction and Trading (hereinafter referred to as the Contractor)
2. Reference is made to Ministry of Health letter, numbered.... 132..... and dated 24/1 / 2012..... requesting the World Health Organization (Hereinafter referred to as WHO) to initiate the necessary actions for constructing of the Disaster Emergency Readiness Training Center in Baghdad as part of the European Union (EU) funded Programme to strengthen "**Specialized Medical Services in Iraq**"
3. In accordance with the work-plan of the WHO/EU/MOH Project to strengthen the Specialized Medical Services in Iraq and within the following terms and conditions, we confirm our acceptance of the services to be provided by the Contractor towards the programme/project, as specified in **Attachment 1**.
4. Close consultation will be maintained between the MOH, The Contractor and WHO on all aspects of the Services.
5. The terms and conditions of this Tri-Lateral Letter of Agreement (LOA) is complementing and should be read in conjunction with terms and conditions specified in **Attachment 1**
6. All parties understand that WHO role in this project would be limited to funding and payments processing to the contractor after meeting the performance and monitoring criteria specified in **Attachment 1**
7. **Attachment 1** is legally binding to its signatories only i.e. the MOH and The Contractor
8. Upon signature of this LoA and pursuant to the budget and the work plan of the construction work, WHO will make payments to The Contractor, according to the schedule of payments specified in **Attachment 1**
9. Any amendment to this LoA shall be effected by mutual agreement between the three parties , in writing
10. WHO shall not be responsible for any loss, accident, damage or injury suffered or any person claiming under it arising during or as a result of the implementation of the activities funded from the grant or in any manner whatsoever. The Contractor shall be solely responsible for complying with applicable national laws and for dealing with claims by third parties arising from its implementation of the activities funded from the grant.



11. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.
12. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.
13. If you are in agreement with the provisions set forth above, please sign and return to WHO's office three copies of this LOA. The duly authorized signature below indicates agreement and acceptance of this Agreement and constitutes the basis for your participation in the implementation of the Programme. It is fully understood that WHO role in this Programme is limited to funding and payment processing only

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| Agreed and signed on behalf of the World Health Organization, Iraq Country Office | Agreed and signed on behalf of AKG Company for Engineering Construction and Trading |
| Signature:  | Signature:  |
| Name: <i>Dr. Saeed Hussein</i> | Name: محمد فاروق اسماعيل الكاصبي |
| Title: <i>Representative .</i> | Title: المدير المفوض |
| Date: <i>21/3/2012</i> | Date: |
| | Agreed and signed on Behalf of Ministry of Health (MOH) , Baghdad |
| | Signature:  |
| | Name: الدكتور خميس حسين السعد / الوكيل الإداري لوزارة الصحة / إضافة لوظيفته |
| | Title: Date: |



أمر اداري

اشارة الى الأمر الوزاري المرقم ٤٧ في ٢٠١٢/٢/٢ والأمر الوزاري المرقم (١٦٥٢) في ٢٠١٢/٢/١٢ والخاص بالاستلام الأولي لبناية المركز الاقليمي لطب الطوارئ والمنفذ من قبل شركة AKG الاماراتية تقرر المصادقة على قرار لجنة الاستلام الأولي واعتبار تاريخ الاستلام الأولي ٢٠١٣/١٢/٢٩

المرفقات :

- صورة الأمر الوزاري المرقم (٤٧) في ٢٠١٢/٢/٢ .
- صورة الأمر الوزاري المرقم (١٦٥٢) في ٢٠١٢/٢/١٢ .

م.م. هاشم جبار خلف
المدير العام / وكالة
٢- ١٣ / ١٣ / ٢٠١٣
ر.م. اقدم معماري
قتوح جاسم الزبيدي
معاون المدير العام

نسخه منه الى :

- مكتب المدير العام / للفضل بالاطلاع ... مع الاحترام .
- مكتب معاون المدير العام / للفضل بالاطلاع ... مع الاحترام .
- قسم الأبنية / مع الأوليات - اضبارة المشروع .