

AGREEMENT between UNOPS and UNFPA

This Agreement is made between

UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)
(herein after referred to as 'UNOPS' or 'the Fund Manager')

and

United Nations Population Fund
represented by the Country Representative of UNFPA Myanmar
UN Building, 6, Natmauk Road, Yangon,
(herein after referred to as UNFPA)

Collectively herein referred to as the Parties

- I. This Agreement, including its Annexes which are integral part thereof, relates to a financial contribution to be made by UNOPS, as the Fund Manager of the 3D Fund, within the frame work of the Three Diseases Fund (herein after the 3D Fund) to UNFPA towards 'Comprehensive prevention of mother to child transmission of HIV' which is outlined in Annex I hereto, and which is hereinafter referred to as the 'Project'.
- II. The budget amount approved for the activities to be provided by UNFPA in terms of this agreement is referred to as 'the contribution' and is set out in Annex I.

III. Responsibility

1. UNFPA shall be responsible for providing administrative and technical support, planning, implementation, monitoring and evaluation of the Project and for providing quality assured services and undertaking the activities required to effectively implement and monitor the project to the satisfaction of the 3D Fund Manager.
2. Any changes/ modifications in the work plan (such as target groups, coverage areas, or key strategic approaches) must be submitted for pre-approval by UNOPS. Requests will include a justification and an appropriately revised work plan and budget. Changes can only be acted upon after written approval by UNOPS.
3. UNOPS shall be responsible for the provision of funds to UNFPA for the Project, in accordance with the terms of this Agreement.

IV. Financial arrangements

1. Schedule of payments

The total amount of the contribution shall not exceed **USD 480,279**
The contribution shall be paid as follows:

- USD 280,163 upon signature of the agreement and submission of a request for payment.
- USD 200,116 upon certification by the CEO of receipt and acceptance of the 6 monthly financial and technical progress reports; and submission of a request for payment.

2. **Payment of contribution**

The contribution shall be deposited according to the above schedule of payments in the following [name of UN agency] bank account:

<i>Account name</i>	<i>UNFPA Contributions Account</i>
<i>Account number</i>	<i>015-004570</i>
<i>Bank name</i>	<i>JP Chase Bank, International Agencies Banking</i>
<i>Bank Address</i>	<i>1166 Ave of the American, 17th Floor, New Your, NY 10036-2708, USA</i>

3. **Utilization of funds and accounting**

- (i) The contribution shall be used for the purposes indicated in Annex 1 hereto and shall be administered in accordance with the Financial Regulations and Rules, and financial and administrative rules and practices of UNFPA and with the provisions of this Agreement.
- (ii) The contribution cannot be used for the following charges: customs duty for procurement, previous obligations, bad debts, fines and penalties, land and property.
- (iii) No disbursements under this Agreement will be made to Government agencies bank accounts.
- (iv) All in country payments to national partners will be made in local currency.
- (v) Under this Agreement, UNFPA shall not incur administration cost overheads as a fixed percentage of the project budget, however such costs can be included in the budget as direct costs and do not exceed 7% of total costs, excluding procurement, for which such costs do not exceed 4%.
- (vi) Any interest earned on the cash balance of the contribution shall be returned to the 3D Fund or used only for purposes as set forth in the approved proposal work plan and budget, with the written concurrence of UNOPS.
- (vii) Income and expenditure recorded in respect of the contribution shall be identified and kept separately by UNFPA.
- (viii) The disposition of any balance of the contribution that is outstanding at the time of completion of the Project, or of termination of this Agreement, and after all obligations by UNFPA prior to completion

or termination have been fully liquidated, and any supplies and equipment remaining in the Project shall be returned to UNOPS unless otherwise mutually agreed.

- (ix) UNFPA may vary the budgeted cost of any single input in the budget funded by the 3D Fund, provided that (a) the variation is, cumulatively, not more than ten percent (10%) of the major budget heading, (b) the variations are within the scope of the work plan, not new or unplanned activities; and (c) the total amount of the contribution is not exceeded. Any variation exceeding ten percent (10%), or which involve new, unplanned activities as addressed in the paragraph below, requires prior written request and consent of the Fund Manager and submission of a detailed justification and an appropriately revised budget.

V. Implementation

1. Period of implementation

The starting date of the Project shall be **1 July 2007**. The completion date of the Project shall be **30 June 2008**. UNFPA shall have no obligation to implement the Project unless all necessary and sufficient funds for the implementation have been received by UNFPA as per section IV art 2 above.

A period of three months shall be allowed after completion of the Project, or of any termination of this Agreement, to liquidate all obligations for activities completed by UNFPA prior to completion or termination.

VI. Reporting

1. Technical

UNFPA shall transmit to UNOPS the following technical reports in respect of the Project:

- (i) 6-monthly interim technical reports on the progress on the activities financed by the contribution as per Annex 1. Such reports must be received, for the period covering July – December 2007 no later than on 1 February 2008, and for the period covering January 2008 – June 2008, no later than 1 August 2008.
- (ii) A final technical report covering the activities financed by the contribution as per Annex 1 to be received by UNOPS no later than 1 August 2008.
- (iii) Additional reports as may reasonably be required by UNOPS in connection with its obligations to submit reports to the donors.

2. Financial

UNFPA shall transmit to UNOPS the following financial reports in respect of the Project:

- (i) Interim financial reports of income and expenditure shall be provided to UNOPS, in the prescribed format, on a 6-monthly basis. The reporting of expenditures shall also include the administrative cost as direct cost of the activity. Such reports must be received, for the period covering July – December 2007 no later than on 1 February 2008, and for the period covering January 2008 – June 2008, no later than 1 August 2008.
- (ii) A yearly certified financial statement to be received by UNOPS no later than 1 June of the following year.
- (iii) A final financial statement of income and expenditure, after settlement of all obligations for activities started by UNFPA prior to completion or early termination of this Agreement.
- (iv) A yearly inventory list of non-expendable equipment.

VII. Audit

It is understood that all contributions to UNFPA are subject exclusively to UNFPA internal and external auditing procedures.

VIII. Acknowledgement

In consultation with UNOPS, UNFPA will make an appropriate acknowledgement of the 3D Fund contribution in any of its publications and/or reports about or emanating from the Project. In the absence of the consent of the other party, neither party may otherwise refer to the contribution or to the relationship between the parties in any material of a promotional nature. In addition, UNFPA shall be obliged to display prominently the 3D Fund logo at service delivery sites. Donors shall always be entitled to make reference to their donations in their internal documents and in their annual reports.

IX. Termination

Either party may give the other written notice of termination of this Agreement. Such termination shall enter into effect one month after notice has been received, subject to the settlement of any outstanding obligations.

X. General

1. Any amendments to these arrangements shall be effected by mutual agreement through an appropriate supplementary Letter of Agreement.
2. UNFPA shall be solely liable for claims by third parties arising from the UNFPA's acts or omissions in the course of performing this Agreement and under no circumstances shall UNOPS or its representatives be held liable for such claims by third parties.
3. 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.
The parties shall accept the arbitral award as final.

4. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of UNOPS or UNFPA
5. All correspondence and reports regarding the implementation of this Agreement shall be in the English language and should be addressed to:

For UNOPS:

Mikko Lainejoki, CEO
3D Fund
137/1 Than Lwin Rd.
Kamaynd Township
Yangon Myanmar
Tel: + (95 1) 534 498
Tel/Fax: + (95 1) 504 832

For the Organisation:

Dan Baker, UNFPA Representative
UN Building, 6 Natmauk Road
P.O. Box 650
Yangon, Myanmar
Tel: + (95-1) 546 309 / 546 029
Tel/Fax: + (95-1) 546 029

6. All correspondence regarding disputes or termination of this Agreement, or changes in the implementation schedule should be addressed to:

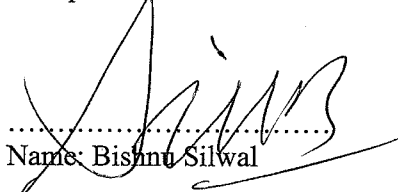
For UNOPS:

Sunil Bhargava
Regional Director, UNOPS APO
United Nations Service Building, 2nd Floor
Rajadamnern Nok Avenue
Bangkok 10200 Thailand
Tel: + 66 (0)2 288 1595
Fax: + 66 (0)2 288 1013
Copy to:
Mikko Lainejoki, CEO
3D Fund
137/1 Than Lwin Rd.
Kamaynd Township
Yangon Myanmar

For the Organisation:

Dan Baker, UNFPA Representative
UN Building, 6 Natmauk Road
P.O. Box 650
Yangon, Myanmar
Tel: + (95-1) 546 309 / 546 029
Tel/Fax: + (95-1) 546 029

Accepted on behalf of UNOPS:

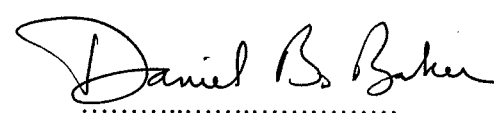

Name: Bishnu Silwal

Title: Officer in Charge
Regional Office for Asia and Pacific

Place: Bangkok, Thailand

Date: 13/07/07

Accepted on behalf of UNFPA:


Name: Dan Baker

Title: UNFPA Representative

Place: Yangon, Myanmar

Date: 19/07/07