



Ref.: C68933-APO-07-GM

Amendment No.: 1

Date 10 July 2008

Dear Mr. Michel Sidibe,

With reference to the Memorandum of Agreement dated July 30, 2007 between UNAIDS and UNOPS for reducing the burden of communicable disease morbidity/mortality in Myanmar in the area of HIV; and

WHEREAS UNAIDS and UNOPS now wish to amend said Memorandum of Agreement in order to revise the first year budget in Annex 1.

WHEREAS UNAIDS and UNOPS now also wish to extend the duration of the Project by an additional one year and, consequently, amend the project description, amend the budget, amend the work plan, and revise the reporting formats; and

WHEREAS such Amendment will result in an increase of USD 343,726 making this amended Agreement total USD 687,452;

NOW THEREFORE, the relevant provisions of the Agreement indicated below are hereby amended to read as follows:

**A. Section IV Financial arrangements, Article 1 is hereby amended to read as follows:**

**1. Schedule of payments**

The total amount of the contribution shall not exceed USD 687,452

The contribution shall be paid

- USD 171,863 upon signature of the agreement and submission of a request for payment.
- USD 171,863 upon certification by CEO of receipt and acceptance of the 6 monthly financial and technical progress reports; and submission of a request for payment.
- USD 68,745 upon starting date of the second year of Project on 1 September 2008 and submission of a request for payment.
- USD 171,863 upon certification by CEO of receipt and acceptance of the financial progress report for the period March – August 2008 and submission of a request for payment.
- USD 103,118 upon certification by CEO of receipt and acceptance of the financial report for the period September 2008 to February 2009; and submission of a request for payment.

Notwithstanding the above mentioned amounts, and without prejudice to article 3 (viii) and (ix) of section IV, UNOPS reserves the right to adjust upcoming instalments by the amount of the balance, if any, resulting from funds already transferred by UNOPS and funds expended by the Organization, and to reduce proportionally the overall amount mentioned in Article 1 of Section IV without thus incurring any liability of any kind under this agreement.

**B. Section V - Implementation is hereby amended to read as follows:****1. Period of implementation**

The starting date of the Project shall be **1 September 2007**. The completion date of the Project shall be **31 August 2009**. UNAIDS shall have no obligation to implement the Project unless all necessary and sufficient funds for the implementation have been received by UNAIDS as per section IV art 2 above.

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

**C. Section VI – Reporting is hereby amended to read as follows:****1. Technical**

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

- (i) 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 September 2007-February 2008 no later than 1<sup>st</sup> April 2008, for the period covering March 2008-December 2008 not later than 1<sup>st</sup> February 2009, for the period January 2009 to June 2009 not later than 1<sup>st</sup> August 2009 and for the period covering July 2009 – Aug 2009 not later than 1<sup>st</sup> October 2009.
- (ii) A final technical report covering the activities financed by the contribution as per Annex I to be received by UNOPS no later than December 1<sup>st</sup> 2009.
- (iii) Additional reports as may reasonably be required by UNOPS in connection with its obligations to submit reports to the donors.

**2. Financial**

UNAIDS 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 September 2007-February 2008 no later than on 1<sup>st</sup> April 2008, for the period covering March-August 2008, no later than 1<sup>st</sup> October 2008, for the period covering September 2008-February 2009 no later than 1<sup>st</sup> April 2009, for the period covering March 2009 – August 2009 no later than 1 October 2009.



- (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 UNAIDS prior to completion or early termination of this Agreement.
- (iv) A yearly inventory list of non-expendable equipment procured with the funds provided under this agreement.

**D. Annex I. - Description of the Project is hereby replaced and complemented by:**

- Annex 1A – Revised Budget for Year 1 replacing Annex 1 budget
- Annex 2A – Description of Action for the extended Year 2 period
- Annex 2B - Budget for the extended Year 2 period
- Annex 2C - Workplan for the extended Year 2 period
- Annex 2D - Logframe for the extended Year 2 period
- Annex 2E - Technical Progress Report Template
- Annex 2F – Financial Report Template

All other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue in full force and effect.

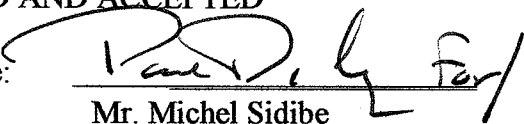
Sincerely yours,



Sanjay Mathur  
Officer In Charge

United Nations Office for Project Services

AGREED AND ACCEPTED

Signature: 

Name: Mr. Michel Sidibe

Title: Deputy Executive Director

UN Agency: UNAIDS Geneva

Date: 7 August 2008

(PAUL DELAY)