



Ref.: C73779-APO-07-GM
Amendment No.: 2

Date 22 October 2008

Dear Mr. Hetherington,

With reference to the Memorandum of Agreement dated 29 October 2007 between Population Services International ("PSI") and UNOPS for reducing the burden of communicable disease morbidity/mortality in Myanmar, as amended on 07 April 2008 in the area of HIV/AIDS and

WHEREAS "PSI" and UNOPS now wish to further amend said Memorandum of Agreement in order to, inter alia, extend the duration of the project by an additional one year, and consequently, amend the budget, amend the project description, amend the work plan, based on the approval of the Project by the Fund Board on 15-16 March 2007, as well as to revise the reporting format;

WHEREAS such Amendment will result in an increase of USD 1,477,177.00 making this amended Agreement total USD 2,954,354.00

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

A. Article 1 - Responsibilities of the Organisation is hereby amended to read as follows

- a. The Organisation hereby agrees to undertake the activities described in the Project Proposal which has been approved by the Fund Board and is attached as Annex A and Annex B and which form an integral part of this Agreement.
- b. None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annex A. Without prejudice to the generality of the foregoing, no funds may be used:
 - i. to make payment to Government agencies' bank accounts.
 - ii. for the following charges: customs duty for procurement, previous obligations, bad debts, fines and penalties, land and property, political or religious propaganda.
- c. It is the exclusive responsibility of the Organization to ensure that it is lawfully registered and authorized to carry out the Project in Myanmar. UNOPS will not extend any assistance nor will it accept any responsibility for any such registration or authorization process, or failure thereof. The Organization and its sub-contractors shall not interfere with the political and religious affairs of the Union of Myanmar and shall abide by the laws and regulations of the country.
- d. The Organisation hereby agrees to adhere to all guidelines, Standard Operating Procedures and other documentation of the Three Diseases Fund as they may be published from time to time on the 3DF website at <http://www.3dfund.org> for all activities, including but not limited to procurement, carried out with funds from the Three Diseases Fund.



B. Article 3 – Duration is hereby amended to read as follows:

This Agreement will come into effect on signature by both parties and activities shall be completed by 31 October 2009. Should any party wish to extend the duration of this MOA, it should inform in writing the other party accordingly and provide justification at least two months before this MOA ends. Any extension is subject to a formal amendment to this Memorandum of Agreement.

C. Paragraph a. of Article 4 – Payments is hereby amended to read as follows:

a. UNOPS shall provide funds to the Organisation in a maximum amount of up to USD 2,954,354.00 (**United States Dollars Two Million Nine Hundred Fifty Four Thousand Three Hundred Fifty Four**) according to the schedule set out below, subject to the Organisation's submission of timely and accurate reports.

Maximum USD amount in figures and in words	Deliverables	Target Date
USD 206,448.00 (United States Dollars Two Hundred Six Thousand Four Hundred Forty Eight)	upon signature of this Agreement by both parties and submission of an invoice	15 November 2007
USD 619,346.00 (United States Dollars Six Hundred Nineteen Thousand Three Hundred Forty Six)	upon certification by the CEO of receipt and acceptance of the semester progress report and financial report on the use of funds together with an invoice for the period 1 November – 31 December 2007	15 January 2008
USD 504,205.00 (United States Dollars Five Hundred Four Thousand Two Hundred Five)	upon certification by the CEO of receipt and acceptance of the semester progress report and the financial report on the use of funds covering the period 1 January – 30 June 2008 together with an invoice	15 August 2008
USD 886,306.00 (United States Dollars Eight Hundred Eighty Six Thousand Three Hundred Six)	upon signature of this Amendment to the Agreement by both parties and submission of an invoice	15 November 2008
USD 147,178.00 (United States Dollars One Hundred Forty Seven Thousand One Hundred Seventy Eight)	upon certification by the CEO of receipt and acceptance of the annual financial report on the use of funds for the period 1 November 2007 – 31 October 2008 together with an invoice	31 December 2008
USD 443,153.00 (United States Dollars Four Hundred Forty Three Thousand One Hundred Fifty Three)	Upon receipt and acceptance of progress and financial reports due on 15 February 2009 and upon certification by the CEO of receipt and acceptance of quarterly financial report due on 15 April 2009 on the use of funds together with an invoice	15 April 2009

USD 147,718.00 (United States Dollars One Hundred Forty Seven Thousand Seven Hundred Eighteen)	Upon receipt and acceptance of progress and financial reports due on 15 August 2009 and upon certification by the CEO of receipt and acceptance of the final progress report and final financial report on the use of funds together with an invoice	31 December 2009
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Notwithstanding the above mentioned amounts, and without prejudice to articles 4.g and 6.e, 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 4 a) without thus incurring any liability of any kind under this agreement.

D. Paragraph a. of Article 5 – Audit is hereby amended to read as follows:

- a. The organization must submit a yearly certification of accounts by an audit firm meeting any of the following qualifications by 30 April of the following year:
- [Option 1:] The Auditor is a member of a national accounting or auditing body or institution of which the Auditor is a member which in turn is a member of the International Federation of Accountants (IFAC);
 - [Option 2:] The Auditor is a member of a national accounting or auditing body or institution of which the auditor is a member. Although this organisation is not member of the IFAC, the Auditor commits himself to undertake this engagement in accordance with applicable IFAC standards and ethics.

The Organisation shall have the Financial Statement relating to the Fund audited in accordance with the International Standards on auditing.

E. Paragraph a. of Article 6 – Records and Reports is hereby amended to read as follows:

a. Reporting obligations by the Organisation are as follows. The Organisation will draw up interim and final narrative and financial reports. These reports shall cover the Project as a whole, regardless whether or not parts thereof are funded from other resources than the Three Diseases Fund. If the Organisation fails to supply UNOPS with adequate and timely reports, UNOPS may terminate this MOA in accordance with article 9m), and recover the amounts not substantiated.

- i. Technical / narrative progress reports (Annex C)
 The organisation shall transmit to UNOPS in the form set out in Annex C, 6 monthly technical progress reports on the progress of the activities financed by the contribution as per Annex A. Such semester technical progress reports of the project are to cover the reporting period 1 November – 31 December 2007, the reporting period 1 January – 30 June 2008, the reporting period 1 July – 31 December 2008 and for the reporting period 1 January – 30 June 2009. Such reports must be received, for each of the reporting periods covered, no later than two weeks after the last day of the period covered.



- ii. **Financial reports (Annex D)**
Quarterly financial reports of receipts and expenditures shall be provided to UNOPS in the form set out in Annex D. The reporting of expenditures shall also include the administrative cost as direct cost of the activity. Such financial reports of the project are to cover the reporting period 1 November – 31 December 2007, the reporting period 1 January – 30 June 2008, the reporting period 1 November 2007 – 31 October 2008, the reporting period 1 November – 31 December 2008, the reporting period 1 January – 31 March 2009, 1 April – 30 June 2009 and the reporting period 1 November 20087 – 31 October 2009. Such reports must be received, for each of the reporting periods covered, no later than **45 days** after the last day of the period covered.
- iii. **Final technical / narrative reports**
Within 60 calendar days after completion of the Project, the Organisation shall provide UNOPS with a final report on the project in the form set out in Annex C, indicating the progress made toward the goals of the activities undertaken.
- iv. **Final Financial reports**
Within 60 calendar days after completion of the Project, the Organisation shall provide UNOPS with a final report on the project in the form set out in Annex D with respect to all income and expenditures made from the Contribution. The reporting of expenditures shall also include the administrative cost as direct cost of the activity.
- v. The Organisation shall submit any additional reports as may reasonably be required by UNOPS in connection with its obligations to submit reports to the donors.
- vi. The Organisation shall submit a yearly inventory list of non expendable equipment together with the quarterly financial report due on 15 February in each year in the format as provided by the Three Diseases Fund which can be found in the Standard Operating Procedures for procurement with grants from the Three Diseases Fund.

F. Paragraph c. of Article 6 – Records and Reports, is hereby complemented by:

- ix any additional relevant documentation for the extended period in Year 2.

G. Paragraph g of Article 6 – Records and Reports is hereby amended to read as follows:

g. Non expendable equipment purchased by the Organisation with Three Diseases Fund resources shall remain the property of the 3D Fund unless otherwise provided for in Annex A. An inventory of non expendable equipment – i.e. items valued at US\$ 500 or more and other attractive items – must be maintained by the Organisation. Attractive items include, but are not limited to, tangible properties with a value of less than US\$ 500, such as cameras, mobile phones, PDAs, projectors or any other items, which are both highly moveable and desirable and therefore at risk of theft.

H. Annex A is hereby complemented by:

- Annex 2A – Description of Action for the extended Year 2 period,

- Annex 2C - Workplan for the extended Year 2 period
- Annex 2D - Logframe for the extended Year 2 period

I. Annex B is hereby complemented by:

- Annex 2B - Budget for the extended Year 2 period,

J. Annex C is hereby complemented by:

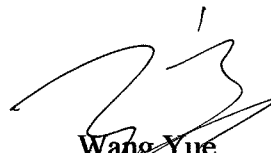
- Annex 2E - Technical Progress Report Template

K. Annex D is hereby complemented by:

- 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,



Wang Yue
Regional Director

United Nations Office for Project Services

AGREED AND ACCEPTED

Signature: _____

Name: John Hetherington

Title: Country Director

Firm/company: PSI Myanmar

Date: _____