

Ref.: C63901-APO-07-GM
Amendment No.: 5

Date 10 April 2009

Dear Mr. Agland,

With reference to the Memorandum of Agreement dated 18 May 2007 between "CARE" and "UNOPS" for reducing the burden of communicable disease morbidity/mortality in Myanmar, as amended on 19 November 2007, 28 April 2008, 24 September 2008 and 03 April 2009 in the area of HIV/AIDS and

WHEREAS "CARE" 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 from 1 May 2009 to 30 April 2010, 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;

WHEREAS such Amendment will result in an increase of **USD 173,929.41** making this amended Agreement total **USD 437,618.42**;

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

A. 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 30 April 2010. 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.

B. 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 437,618.42 (United States Dollars Four Hundred Thirty Seven Thousand Six Hundred Eighteen and Forty Two Cents)** according to the schedule set out below, subject to the Organisation's submission of timely and accurate reports.

Notwithstanding the foregoing, if UNOPS shall conduct procurement services on behalf of the Organisation, USD 1,872.01 in year 1, USD 41,442.00 in Year 2 and USD 20,390.00 in Year 3 altogether **USD 63,704.01 (United States Dollars Sixty Three Thousand Seven Hundred and Four and One Cent)** of the total funds mentioned above shall not be disbursed to the Organisation, instead shall be withheld and utilised by UNOPS to cover procurement costs of the Project.

Maximum USD amount in figures and in words	Deliverables	Target Date
USD 34,786.00 (United States Dollars Thirty Four Thousand Seven Hundred Eighty Six)	upon signature of first Agreement by both parties and submission of an invoice	15 May 2007

USD 52,180.00 (United States Dollars Fifty Two Thousand One Hundred Eighty)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	15 August 2007
USD 52,180.00 (United States Dollars Fifty Two Thousand One Hundred Eighty)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	15 November 2007
USD 17,393.00 (United States Dollars Seventeen Thousand Three Hundred Ninety Three)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	15 January 2008
USD 0 (United States Dollars Zero)	upon signature of Year 2 extension Amendment to the Agreement by both parties and submission of an invoice	15 May 2008
USD 12,713.01 (United States Dollars Twelve Thousand Seven Hundred Thirteen and One Cent)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	01 October 2008
USD 39,746.00 (United States Dollars Thirty Nine Thousand Seven Hundred Forty Six)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	15 October 2008
USD 54,698.00 (United States Dollars Fifty Four Thousand Six Hundred Ninety Eight)	upon signature of Year 3 extension Amendment to the Agreement by both parties and submission of an invoice	15 May 2009
USD 11,376.99 (United States Dollars Eleven Thousand Three Hundred Seventy Six and Ninety Nine Cents)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	15 June 2009
USD 64,196.00 (United States Dollars Sixty Four Thousand One Hundred Ninety Six)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	15 August 2009
USD 19,291.00 (United States Dollars Nineteen Thousand Two Hundred Ninety One)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Section E.a.i. and E.a.ii. on the use of funds together with an invoice	15 February 2010
USD 15,354.41 (United States Dollars Fifteen Thousand Three Hundred Fifty Four and Forty One Cents)	Upon certification by the CEO of the final technical report and final financial report on the use of funds together with an invoice	01 July 2010

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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.

C. Paragraph f. of Article 4 – Payments is hereby replaced to read as follows:

- f. Under this Agreement, the Organization shall not incur administration cost overheads as a fixed percentage of the project budget, however the Organization can recover direct eligible costs not exceeding levels as agreed by the Fund.

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

- a. The organization shall have the Financial Statements related to the fund audited in accordance with the International Standards on Auditing.
- b. UNOPS will appoint external auditors to satisfy itself that the financial control systems of the Organisation are sound and that the accounting returns are true records.
- c. In addition to the audit report on Financial Statement, the auditors shall provide the Organisation and UNOPS with a management letter addressing the adequacies of the accounting and internal control systems.
- d. The Terms of Reference of audits will be drawn by UNOPS.
- e. Adverse and disclaimer opinions will result in suspension of any further disbursement to the Organisation by UNOPS until the Organisation satisfactorily demonstrates that issues identified have been resolved.
- f. UNOPS may suspend disbursement of funds until such time the audit report has been received, terminate the contract and/or issue recovery orders.
- g. UNOPS may, at any time, check the Organisation's accounts or order a further audit of financial records by a reputable audit firm chosen by UNOPS. The terms of reference of audits will be drawn by UNOPS. The cost of such audits will be charged to the Contribution.
- h. In any instance, the Organisation shall furnish, compile and make available at all times to UNOPS and/or its auditors any records or information, oral or written, which either UNOPS or its auditors may reasonably request in respect of the funds received by the Organisation. Upon receipt of a request by email or any other form of written communication from UNOPS and/or its auditors, the Organisation shall, within 10 working days, forward to UNOPS and/or its auditors such records or information as so requested.

- i. Where activities are completed in accordance with the agreed project duration as per Article 3 - Duration or where this Agreement is otherwise terminated in accordance with items j, k, l and m of Article 9 – General Provisions, the Organization shall have the Financial Statement related to the fund audited in accordance with Article 5 a, b, c and d within 90 days from the date of completion of activities or from the date of termination of the Agreement after the qualification.

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, technical reports on the progress of the activities financed by the contribution as per Annex A. Such reports must be received as per below schedule.

Period Covering	Not later than
01 May 2007 – 31 December 2007	15 January 2008
01 January 2008 – 30 June 2008	15 July 2008
01 July 2008 – 31 December 2008	15 January 2009
01 January 2009 – 30 June 2009	15 August 2009
01 July 2009 – 31 December 2009	15 February 2010
Final Technical Report (01 May 2007 – 30 April 2010)	01 July 2010

- 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 reports must be received as per below schedule.

Period Covering	Not later than
01 May 2007 – 31 July 2007	15 August 2007
01 August 2007 – 31 October 2007	15 November 2007
01 November 2007 – 31 December 2007	15 January 2008
Annual Financial Report (01 May 2007 – 30 April 2008)	31 May 2008
01 May 2008 – 30 June 2008	15 July 2008
01 July 2008 – 30 September 2008	15 October 2008
01 October 2008 – 31 December 2008	15 January 2009
Annual Financial Report (01 May 2008 – 30 April 2009)	15 June 2009
01 May 2009 – 30 June 2009	15 August 2009
01 July 2009 – 31 December 2009	15 February 2010
Final Financial Report (01 May 2007 – 30 April 2010)	01 July 2010

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- 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 January 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.
- vii. The Organization shall submit a final inventory list of non expendable equipment and the list of drugs unused and other non-pharmaceutical health items procured with the funds provided under this agreement upon completion of the Project or upon termination of this Agreement together with the final financial report due 60 calendar days after completion of the project or of any termination of this agreement, in the format as provided by the Three Diseases Fund which can be found in the Standard Operation Procedures for procurement with grants from the Three Diseases Fund .

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

- x. any additional relevant documentation for the extended period in Year 3.

G. Annex A is hereby complemented by:

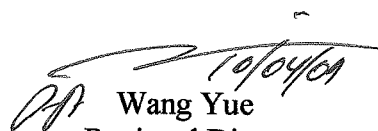
- Annex 3A – Description of Action for the extended Year 3 period,
- Annex 3C - Workplan for the extended Year 3 period
- Annex 3D - Logframe for the extended Year 3 period

H. Annex B is hereby complemented by:

- Annex 3B - Budget for the extended Year 3 period,

All other terms and conditions of the Agreement, 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: Brian Agland
Title: Country Director
Firm/company: Care Australia (Myanmar)
Date: 24/4/09