

Ref.: C67949-APO-07-GM  
Amendment No.: 5

Date 01 July 2009

Dear Mr. Abdel-Ahad,

With reference to the Memorandum of Agreement dated 19 July 2007 between "UNFPA" and "UNOPS" for reducing the burden of communicable disease morbidity/mortality in Myanmar, as amended on 7 April 2008, 1 July 2008, 1 September 2008 and 2 January 2009 in the area of HIV/AIDS and

WHEREAS UNFPA and UNOPS now wish to further amend said Memorandum of Agreement in order to extend the duration of the Project by an additional two years and, consequently, revise the payment schedule, the project description, the budget and the work plan, and

WHEREAS such Amendment will result in an increase of USD **1,001,412** (USD One million One Thousand, Four Hundred and Twelve) making this amended Agreement total USD **2,182,334** (USD Two Million, One Hundred and Eighty Two thousand, Three Hundred and Thirty Four)

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

**A. Article 4 of Section III - Responsibility is hereby amended to read as follows:**

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 3DF 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.
4. UNOPS commitments and liability is limited to funds availability.

**B. Article 1 - Schedule of payments of Section IV - Financial arrangements is hereby amended to read as follows:**

**1. Schedule of payments**

The total amount of the contribution shall not exceed USD **2,182,334** (USD Two Million, One Hundred and Eighty Two thousand, Three Hundred and Thirty Four)

The contribution shall be paid as follows:

- USD **280,163.00** upon signature of the agreement and submission of a request for payment.



- USD 235,448.00 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 512,251.00 upon signature of the amendment 3 to this agreement and submission of a request for payment.
- USD 153,060.00 upon certification by CEO of receipt and acceptance of the financial and technical progress reports due on 1 February 2009; and submission of a request for payment.
- USD 270,774 of project budget upon signature of amendment 5 and submission of a request for payment.
- USD 480,162 of upon certification by CEO of receipt and acceptance of the due financial and technical progress reports as listed under Section VI; and submission of a request for payment
- USD 233,784 of upon certification by CEO of receipt and acceptance of the due financial and technical progress reports as listed under Section VI; and submission of a request for payment
- USD 16,692 of upon certification by CEO of receipt and acceptance of the due financial and technical progress reports as listed under Section VI; and submission of a request for payment

Notwithstanding the above mentioned amounts, and without prejudice to articles 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.

**C. Article 3 Utilization of funds and accounting - of Section IV – Financial Arrangements is hereby amended to read as follows:**

- (i) The contribution shall be used for the purposes indicated in Annex A 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. In the event of any discrepancy or inconsistency, the provisions of this Agreement shall prevail.
- (ii) The contribution cannot be used for the following charges: customs duty for procurement, previous obligations, bad debts, fines and penalties, land, property and construction or reconstruction of infrastructure of public health structures, hospitality, international travel to conferences, trainings, workshops or any other activity outside the country not directly related to project implementation, depreciation charges or rental of implementing partner's assets.
- (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 can claim up to 6 % indirect costs of the final costs.
- (vi) Any income earned from implementation of activities granted under this Agreement shall be returned to the Fund or used for purposes as set forth in the approved work plan.

- (vii) Income and expenditure recorded in respect of the contribution shall be identified and kept separately by UNFPA.
- (viii) All unspent funds at the time of closure of the Project, or of termination of this Agreement, shall be returned to the Fund within 30 days from acceptance of the final reports in accordance with section VI art 2.
- (ix) UNFPA may vary the budgeted cost of any single input in the budget funded by the 3DF, provided that (a) the variation is, cumulatively, not more than ten percent (10%) of the major budget heading (see the Fund Manager's chart of accounts); (b) the variations are within the scope of the work plan, not new or unplanned activities; and (c) the total amount approved by the Fund Manager 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.

**D. Article 1 – Period of Implementation of Section V – Implementation is hereby amended to read as follows:**

**1. Period of implementation**

The starting date of the Project shall be **1 July 2007**. The completion date of activities of the Project shall be **30 June 2011**. 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 six 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.


**E. Section VI – Reporting is hereby replaced to read as follows:**

**1. Technical**

UNFPA shall transmit to UNOPS following technical reports in the form set out in Annex 1 in respect of the Project:

- (i) Technical progress reports on the progress on the activities financed by the contribution as per Annex 1. Such reports must be received as per below schedule.

<b>Period Covering</b>	<b>Not later than</b>
01 July 2007 – 31 December 2007	01 February 2008
01 January 2008 – 30 June 2008	01 August 2008
01 July 2008 – 31 December 2008	01 February 2009
01 January 2009 – 30 June 2009	15 August 2009
01 July 2009 – 31 December 2009	15 February 2010
01 January 2010 – 30 June 2010	15 August 2010
01 July 2010 – 31 December 2010	15 February 2011
Final Technical Report (01 May 2007 – 30 June 2011)	31 December 2011



- (ii) 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 the prescribed format in respect of the Project:

- (i) Financial reports of income and expenditure shall be provided to UNOPS, in the prescribed format. Such reports must be received as per below schedule.

<b>Period Covering</b>	<b>Not later than</b>
01 July 2007 – 31 December 2007	01 February 2008
01 January 2008 – 30 June 2008	01 August 2008
01 July 2008 – 31 December 2008	01 February 2009
01 January 2009 – 30 June 2009	15 August 2009
01 July 2009 – 31 December 2009	15 February 2010
01 January 2010 – 30 June 2010	15 August 2010
01 July 2010 – 31 December 2010	15 February 2011
Final Financial Report (01 May 2007 – 30 June 2011)	31 December 2011

- (ii) A yearly certified financial statement to be received by UNOPS no later than 30 June of the following year.
- (iii) A final certified financial statement of income and expenditure as per prescribed format for financial reporting, after settlement of all obligations for activities started by UNFPA prior to 30 June 2011 or early termination of this Agreement due no later than 30 June 2012.
- (iv) An inventory list of non expendable equipment as of 31st December of each year with the financial report covering the same date, 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.
- (v) UNFPA 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 six months 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.
- (vi) UN operational rates of exchange must be applied in all financial reporting.  
Ref. <http://www.un.org/Depts/treasury/>

**F. Section IX - Termination is hereby replaced to read as follows :**

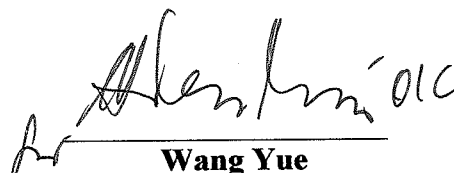
Either party may give the other written notice of termination of this Agreement. Such termination shall enter into effect one month after notice has been received, subject to the settlement of any outstanding obligations. Final reports shall be submitted to UNOPS within six months upon termination of this agreement.

**G. Annex I. – Description of the project is hereby complemented by:**

- Annex 3A – Description of Actions for the extended period Year 3 and Year 4
- Annex 3B - Budget for extended period Year 3 and Year 4
- Annex 3C – Workplan for the extended period Year 3 and Year 4
- Annex 3D – Log frame for the extended period Year 3 and Year 4

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, Asia Pacific Office  
United Nations Office for Project Services

AGREED AND ACCEPTED

Signature: \_\_\_\_\_

Name: Mohamed Abdel-Ahad

Title: Representative to Myanmar

UN Agency: UNEPA

Date: 1 July 2009

