

Ref : C73264-APO-07-GM  
Amendment No.:7

Date 04 September 2009

Dear Mr. Paul Yon,

With reference to the Memorandum of Agreement dated 11 September 2007 between MSF-Switzerland and UNOPS (herein after refers to as the Fund Manager) for reducing the burden of communicable disease morbidity/mortality in Myanmar, as amended on 19 November 2007, 26 August 2008, 01 September 2008, 09 January 2009, 15 June 2009 and 26 July 2009 in the area of HIV/AIDS and

WHEREAS “MSF-S” and “the Fund Manager” 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 1,090,405.00 by the additional funds for year 3 and 4 making this amended Agreement total USD 2,156,091.00.

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

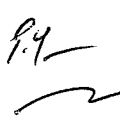
**A. Article 3 – Duration is hereby amended to read as follows:**

This Agreement will come into effect on signature by both parties and activities shall be completed by 31 August 2011. 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. The Fund Manager shall provide funds to the Organisation in a maximum amount of up to USD 2,156,091.00 (United States Dollars Two Million One Hundred Fifty Six Ninety One) 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 109,124.00 (United States Dollars One Hundred Nine Thousand One Hundred Twenty Four )	upon signature of the first Agreement by both parties and submission of invoice	15 September 2007
USD 327,370.00 (United States Dollars Three hundred Twenty Seven Thousand Three Hundred	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6 . a.i and .6. a.ii on the use of funds together with an invoice	15 January 2008



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USD 50,274.00 (United States Dollars Fifty Thousand Two Hundred Seventy Four)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6 .a. i and 6. a. ii on the use of funds together with an invoice.	15 July 2008
USD 327,360.00 (United States Dollars Three Hundred Twenty Seven Thousand Three Hundred Sixty)	Upon signature of Year 2 extension Amendment to the Agreement by both parties and submission of an invoice	15 September 2008
USD 30,190.00 (United States Dollars Thirty Thousand One Hundred Ninety )	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6.a.i and 6. a. ii on the use of funds together with an invoice	01 October 2008
USD 162,919.00 (United States Dollars One Hundred Sixty Two Thousand Nine Hundred Nineteen )	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6. a. i and 6. a. ii on the use of funds together with an invoice	15 April 2009
USD 369,883.00 (United States Dollars Three Hundred Sixty Nine Thousand Eight Hundred Eighty Three)	upon signature of Year 3 & Year 4 extension Amendment to the Agreement by both parties and submission of an invoice	15 September 2009
USD 58,449.00 (United States Dollars Fifty Eight Thousand Four Hundred Forty Nine )	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6.a.i and 6.a.ii on the use of funds together with an invoice	15 October 2009
USD 328,956.00 (United States Dollars Three Hundred Twenty Eight Thousand Nine Hundred Fifty Six )	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6.a.i and 6.a.ii on the use of funds together with an invoice	15 February 2010
USD 207,927.00 (United States Dollars Two Hundred Seven Thousand Nine Hundred Twenty Seven)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6.a.i and 6.a.ii on the use of funds together with an invoice	15 August 2010
USD 61,742.00 (United States Dollars Sixty One Thousand Seven Hundred Forty Two)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6.a.i and 6.a.ii on the use of funds together with an invoice	15 February 2011
USD 12,856.00 (United States Dollars Twelve Thousand Eight Hundred Fifty Six)	Upon certification by the CEO of receipt and acceptance of the relevant due reports as listed in Article 6.a.i and 6.a.ii on the use of funds together with an invoice	15 August 2011
USD 109,041.00 (United States Dollars One	Upon certification by the CEO of receipt and acceptance of the final technical report	29 February 2012

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Hundred Nine Thousand Forty One)	and final financial report on the use of funds together with an invoice	
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Notwithstanding the above mentioned amounts, and without prejudice to articles 4.g and 6.e, the Fund Manager reserves the right to adjust upcoming instalments by the amount of the balance, if any, resulting from funds already transferred by the Fund Manager 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 a. i and ii 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 the Fund Manager with adequate and timely reports, the Fund Manager 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 the Fund Manager in the form set out in Annex C, technical reports on the progress of the activities financed by the contribution as per Article 4.a. Such reports must be received as per below schedule.

Period Covering	Not Later than
01 September 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
01 January 2010 – 30 June 2010	15 August 2010
01 July 2010 – 31 December 2010	15 February 2011
01 January 2011 – 30 June 2011	15 August 2011
Final Technical Report (01 September 2007 – 31 August 2011)	29 February 2012

ii. Financial reports (Annex D)

Financial reports of receipts and expenditures shall be provided to the Fund Manager in the form set out in Annex D. The reporting of expenditures shall also include the administrative cost as indirect cost of the activity. Such reports must be received as per below schedule.

Period Covering	Not later than
01 September 2007 – 31 December 2007	15 January 2008
01 January 2008 – 30 June 2008	15 July 2008
Annual financial report (01 September 2007 – 31 August 2008)	1 October 2008
01 September 2008 – 31 December 2008	15 January 2009
01 January 2009 – 31 March 2009	15 April 2009

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01 April 2009 – 30 June 2009	15 August 2009
Annual financial report (01 September 2008 – 31 August 2009)	15 October 2009
01 September 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
01 January 2011 – 30 June 2011	15 August 2011
Final Financial Report (01 September 2007 – 31 August 2011)	29 February 2012

**D. Paragraph c. x of Article 6 – Records and Reports is hereby amended to read as follows:**

(x) Any additional relevant documentation for the extended period in Year 3 and Year 4

**E. Annex A is hereby complemented by:**


- Annex 3A – Description of Actions for the extended Year 3 and Year 4 period
- Annex 3C – Work Plan for the extended Year 3 and Year 4 period
- Annex 3D – Logframe for the extended Year 3 and Year 4 period

**F. Annex B is hereby complemented by:**


- Annex 3B – Budget for the extended Year 3 and Year 4 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, Asia Pacific Office  
 United Nations Office for Project Services

AGREED AND ACCEPTED

Signature:   
 Name: Paul Yon  
 Title: Head of Mission  
 Firm/company: MSF Switzerland in Myanmar  
 Date: 07 Sept 2009