

Ref.: C63900-APO-07-GM
Amendment No.: 6

Date 28 April 2009

Dear Ms. Mariko Tomiyama,

With reference to the Memorandum of Agreement dated 11 May 2007 between "IOM" and "UNOPS" for reducing the burden of communicable disease morbidity/mortality in Myanmar, as amended on 24 March 2008, 30 April 2008, 09 May 2008, 06 October 2008 and 05 March 2009 in the area of HIV/AIDS, TB and Malaria and

WHEREAS IOM and UNOPS now wish to further amend said Memorandum of Agreement in order 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 1,057,720.00** making this amended Agreement total **USD 3,089,662.00**;

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

A. 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 3,089,662.00**.

The contribution shall be paid

- **USD 528,860.00** upon signature of the agreement and submission of a request for payment.
- **USD 528,860.00** 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 855,350.00** upon signature of the amendment 3 to this agreement and submission of a request for payment.
- **USD 118,872.00** 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 634,632.00** upon signature of Year 3 extension amendment and submission of a request for payment.
- **USD 423,088.00** upon certification by CEO of receipt and acceptance of the financial and technical progress reports due on 15 February 2010; and submission of a request for payment

B. Section IV. 3 (i) and (v) – Utilization of funds and accounting are hereby amended to read as follows:

- IV.3.(i) The contribution shall be used for the purposes indicated in Annex 1 hereto and shall be administered in accordance with the Financial Regulations and Rules, and financial and administrative rules and practices of IOM and with the provisions of this Agreement. In the event of any discrepancy or inconsistency, the provisions of this Agreement shall prevail.
- IV.3.(v) Under this Agreement, IOM shall not incur administration cost overheads as a fixed percentage of the project budget, however the IOM can recover direct eligible costs not exceeding levels as agreed by the Fund.

C. 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 May 2007**. The completion date of activities of the Project shall be **30 April 2010**. IOM shall have no obligation to implement the Project unless all necessary and sufficient funds for the implementation have been received by IOM as per section art 2 above.

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

D. Section VI – Reporting is hereby amended to read as follows:

1. Technical

IOM shall transmit to UNOPS the following technical reports 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.

Period Covering	Not later than
01 May 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

- (ii) A final technical report covering the activities financed by the contribution as per Annex 1 for the period covering 1 May 2007 – 30 April 2010 to be received by UNOPS no later than 1 August 2010.
- (iii) Additional reports as may reasonably be required by UNOPS in connection with its obligations to submit reports to the donors.



2. **Financial**

IOM 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. 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 October 2007	01 December 2007
01 November 2007 – 30 April 2008	01 July 2008
01 May 2008 – 31 December 2008	01 February 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

- (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 IOM prior to 30 April 2010 or early termination of this Agreement due no later than 1 August 2010.
- (iv) A yearly inventory list of non-expendable equipment.
- (v) 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 four 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 .

E. Section X – General is hereby complemented by:

7. In case of conflict, the following documents take precedence over one another in the following order:

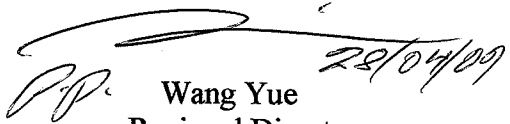
- This MoA
- Financial Regulations and Rules and financial and administrative rules and practices of the organization
- All other documents which are considered integral part of the signed MoA

F. Annex I. - Description of the Project is hereby complemented by:

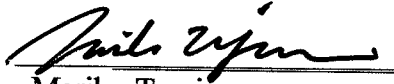
- Annex 3A – Description of Action for the extended Year 3 period,
- Annex 3B - Budget for the extended Year 3 period,
- Annex 3C - Workplan for the extended Year 3 period
- Annex 3D - Logframe for the extended Year 3 period

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: Mariko Tomiyama
Title: Chief of Mission
Firm/company: IOM, Yangon
Date: 01 MAY 2009