

**COST-SHARING AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT
PROGRAMME AND THE GOVERNMENT OF ANGOLA REPRESENTED BY THE
NATIONAL INSTITUTE TO FIGHT HIV/AIDS**

WHEREAS the United Nations Development Programme (hereinafter referred to as "UNDP") and the Government of Angola represented by the National Institute to Fight against HIV/AIDS (hereinafter referred to as the "Government") have agreed to cooperate in the implementation of a UNDP project "Procurement support services to the Ministry of Health (INLS) in Angola (hereinafter referred to as "the Project "), as described in the project document that shall be submitted to the Government for information purposes only;

WHEREAS the Government has informed UNDP of its willingness to contribute funds (hereinafter referred to as "the contribution") to the UNDP on a cost-sharing basis to procure ARVs medicines and other health commodities for the implementation of the mentioned project;

WHEREAS the UNDP acting as an Implementing Partner is prepared to receive, administer and undertake by the Funds the procurement of ARVs medicines and other health commodities (the "Goods") for the implementation of mentioned Project financed from the contribution.

NOW THEREFORE, UNDP and the Government hereby agree as follows:

Article I

1. The Government shall, in the manner referred to in paragraph 2 of this Article, place at the disposal of UNDP the contribution of **28,875,197.47 AOA** (Twenty-eight million eight hundred and seventy-five thousand one hundred ninety-seven and forty-seven kwanzas).
2. The Government shall, in accordance with the schedule of payments set out below, deposit the contribution in

STANDARD BANK
UNDP REPRESENTATIVE ACCOUNT
RUA MAJOR KANHANGULO –TORRE DO AMBIENTE
LUANDA
Local Currency Account # 1000374882

<u>Date payment due</u>	<u>Amount (stated currency)</u>
30/08/2016	28,875,197.47 AOA

3. The Government will inform UNDP when the Contribution is paid via an e-mail with remittance information to contributions@undp.org, henrik.larsen@undp.org providing the following information: Government's name, UNDP country office, Project number and title, and Government reference. This information should also be included in the bank remittance advice when funds are remitted to UNDP.
4. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Government with a view to determining whether any further financing could be provided by the Government. Should such further financing not be available, the quantities and/or type of items to be procured may be reduced and/or changed if affected by exchange fluctuations and/or market conditions (including but not limited to freight cost) in terms of pricing. The assistance to be provided to the Project may be reduced, suspended or terminated by UNDP.
5. The above schedule of payments takes into account the requirement that contributions shall be paid in advance of the implementation of planned activities. It may be amended to be consistent with the progress of project delivery. UNDP shall not start any procurement activity unless the funds are deposited in advance in the above referenced account. The Parties acknowledge and agree that UNDP shall not pre-finance any activity.
6. All financial accounts and statements shall be expressed in United States dollars.
7. UNDP may agree to accept Contributions in a currency other than United States dollars provided such currency is fully convertible or readily usable by UNDP and subject to the provisions of paragraph 6 above. Any change in the currency of the Contribution shall be made only in agreement with UNDP.
9. Any interest revenue attributable to the contribution shall be credited to the UNDP Account and shall be utilized in accordance with established UNDP procedures.

Article II

1. In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to 5%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.

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2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the project under this Agreement as well as funds which may be available to the project for project costs and for support costs under other sources of financing.

Article III

1. The contribution shall be administered by the UNDP in accordance with UNDP regulations, rules, policies and procedures, applying its normal procedures for the execution of its projects.
2. Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNDP and, where applicable, the regulations, rules, policies and procedures of the Implementing Partner.

Article IV

1. The implementation of the responsibilities of the UNDP and of the Implementing Partner pursuant to this Agreement and the relevant project document shall be dependent on receipt by the UNDP of the contribution in accordance with the schedule of payments set out in Article I, paragraph 2, above. UNDP shall not start implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).
2. If unforeseen increases in expenditures or commitments are expected or realized (whether due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies) UNDP shall submit to the Government on a timely basis a supplementary estimate showing the further financing that will be necessary. The Government shall use its best endeavors to make available to UNDP the additional funds required.
3. If the Contribution referred to in Article I, paragraph 2, above, are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2, above, is not forthcoming from the Government or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP.

Article V

Ownership of equipment, supplies and other property financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article VI

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP.

Article VII

UNDP shall provide the Government on request with financial and other reports prepared in accordance with UNDP reporting procedures.

Article VIII

1. UNDP shall notify the Government when all activities relating to the Project have been completed in accordance with the Prodoc.
2. Notwithstanding the completion of all activities relating to the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the activities financed by the contribution have been satisfied and these activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the Government and consult with the Government on the manner in which such commitments and liabilities may be satisfied.
4. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Government.

Article IX

1. After consultations have taken place between the two Parties to this Agreement and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project, this Agreement may be terminated by UNDP or by the Government. The Agreement shall cease to be in force thirty days after either of the Parties may have given notice in writing to the other Party of its decision to terminate the Agreement.
2. If the unutilized contribution-payments, together with other funds available to the Project, are insufficient to meet such commitments and liabilities, UNDP shall notify the Government and consult with the Government on the manner in which such commitments and liabilities may be satisfied.

3. Notwithstanding termination of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in implementation of the activities financed by the contribution have been satisfied and these activities brought to an orderly conclusion.
4. In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Government.

Article X

Any notice or correspondence between UNDP and the Government will be addressed as follows:

- (a) To the Government: Dra. Maria Lucia Furtado
Directora Geral do Instituto Nacional de Luta
Contra a SIDA
Address: Rua 1º Congresso do MPLA nº 67- Ingombotas

- (b) Upon receipt of funds, UNDP shall send an electronic receipt to the Government email address provided below as confirmation that the remitted funds have been received by UNDP

Government email address: malufurt@hotmail.com
Attention: Dra. Maria Lúcia Furtado

- (b) To UNDP: Henrik Fredborg Larsen
Country Director UNDP-ANGOLA

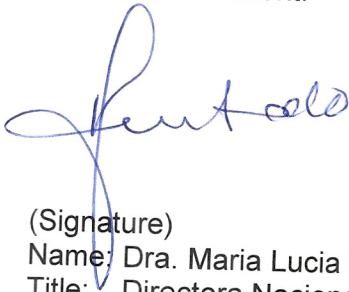
Address: United Nations Development Programme, Rua major Kahangulo 197

Article XI

This Agreement shall enter into force upon the signature of this Agreement by parties hereto, on the date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English and (Portuguese) language (s) in two copies.

For the Government:



(Signature)

Name: Dra. Maria Lucia Furtado
Title: Directora Nacional do INLS

Date:

Place:

For the United Nations Development Programme



(Signature)

Name: Henrik Fredborg Larsen
Title: Country Director UNDP Angola

Date:

Place:

Annex 1: List of Products to be purchased government cost-sharing

item n°	Description	Pack size	Quantities	Unit price price (USD)	Total price (USD)	Total Price AOA (UN rate 26/08/2016)
ARVs						
1	ABACAVIR 20MG/ML SOL 240ML	Bottle- 240 ml	1558	8,30	12.931,40	2.134.456,88
2	NEVIRAPINA 10MG/ML SOL ORAL 100ML	Bottle-100 ml	1850	1,30	2.405,00	396.969,30
3	Lopinavir+Ritonavir Sol 60ml	pack-5 units	230	31,75	7.302,50	1.205.350,65
VIRAL LOAD REAGENTS						
4	NucliSens easyMAG Buffer 1	4 x 1L	5	605,84	3.130,17	516.666,41
5	NucliSens easyMAG Buffer 2	4 x 1L	5	253,26	1.308,51	215.982,66
6	NucliSens easyMAG Buffer 3	4 x 1L	4	301,93	1.056,76	174.427,98
7	NucliSens easyMAG Magnetic silica		8	1.164,10	9.118,78	1.505.146,38
8	NucliSens easyMAG Disposables		8	1.288,67	10.094,58	1.666.211,65
9	NucliSens easyMAG Lysis buffer	4 x 1L	3	785,52	2.094,72	345.754,48
10	NucliSens EasyQ HIV-1 V1.2		62	1.010,98	62.343,77	10.290.462,13
11	Biohit Tips - 1200ul	10 x 96	3	216,03	684,10	112.916,72
12	ELISA Plates	4 x 96	8	96,72	757,64	125.056,06
13	0.2 ml 8-Strip Tubes	1000	3	96,72	306,28	50.554,58
14	0.2 ml 8-Strip Caps	1000	3	96,72	306,28	50.554,58
15	Microtubes 1.5 ml with Cap	500	6	96,72	580,32	95.787,62
16	Finntip Filter 5 ml	5 x 54	11	96,72	1.080,04	178.271,40
17	Finntip Filter 0.5 - 10 ul	10 x 96	3	96,72	306,28	50.554,58
18	Filter tip 30 ul	10 x 96	3	96,72	306,28	50.554,58
TOTAL					116.113,41	19.165.678,63
PSM Costs* (20%)					23.222,68	3.833.135,73
TOTAL Procurement					139.336,09	22.998.814,36
UNDP Direct Project costs (20%)					27.271,14	4.501.373,71
GMS (5%)					8.330,36	1.375.009,40
TOTAL (AOA)					174.937,58	28.875.197,47

PSM costs *
Freight services 10%
Handling fee 4% (GPU and PSO fees)
Customs Clearance 6%

UNDP Direct Project Costs are the estimated cost of all the resources and capacities required for the successful implementation of the project. These include but are not limited to services such as finance, procurement, human resources, security, travel, assets, general services and information and communications technology.