

AMENDMENT TO THE CONTRACT BETWEEN

**THE SWISS CONFEDERATION REPRESENTED BY THE FEDERAL DEPARTMENT OF FOREIGN AFFAIRS,
ACTING THROUGH THE SWISS AGENCY FOR DEVELOPMENT AND COOPERATION SDC (THE DONOR)**

AND

UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

Reference is made to the Cost Sharing Agreement (hereinafter "Agreement") dated in 18th October 2013 signed between the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP), and the SWISS CONFEDERATION REPRESENTED BY THE FEDERAL DEPARTMENT OF FOREIGN AFFAIRS, ACTING THROUGH THE SWISS AGENCY FOR DEVELOPMENT AND COOPERATION SDC, with respect to the Project BOL/87369 "Strengthening the National First Response and Emergency Preparedness System", and as per Article X of the Agreement, any modification to this Agreement shall be made in writing between both parties and duly signed by the authorized representatives of the Donor and UNDP.

Therefore Parties hereby agree on the following;

WHEREAS the donor and UNDP now wish to amend the said Agreement in order to:

- a) Extend the duration of the Project to 31 December 2018.
- b) Increase the total amount of the Project in USD 788.000 (Seven hundred eighty-eight 00/100 United States Dollars)
- c) Change the currency from Swiss Franc (CHF) to United States Dollars (USD).
- d) The last disbursement will be made three months before concluding the agreement

WHEREAS such Amendment will result in an increase of USD 788.000 making this amended Agreement total USD 1.219.868

NOW THEREFORE, the relevant Agreement provisions indicated below are hereby amended to read as follows: [Reference is made to the new clause]

Article I. The Contribution

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of USD 2.007.868. The contribution shall be deposited in the

BANK OF AMERICA
Swift Code: BOFAUS3N
ABA Number: 111000012
Address: 1401 Elm Street, Dallas TX.
Account Number: 375 222 0630
Account Name: UNDP Representative in Bolivia (USD) Account

Schedule of payments	Amount
15 November 2013	121'704
01 January 2014	300'934
01 January 2015	289'818
01 January 2016	342'540
31 July 2016	62'085
25 January 2017	616'000
25 January 2018	174'787
When final report is sent to donor approx. 31 December 2018	100'000

(b) The Donor will inform UNDP when the contribution is paid via an e-mail message with remittance information to contributions@undp.org

Article XI. Entry Into Force and Duration

This Agreement shall enter into force upon signature and deposit by the Donor of the first contribution-payment to be made in accordance with the schedule of payments set out in Article I, paragraph 1 of this Agreement and the signature of the project document by the concerned parties. This Agreement covers the period from 01 November 2013 to 31 December 2018.

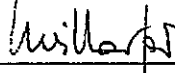
NEVERTHELESS, all other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect.

The amendment will enter into effect upon signature by both parties and deposit of the additional contribution. Please find two signed originals letters of amendment. Please sign both originals, retain one original and return one to us for our filing.

Yours sincerely,

IN WITNESS WHEREOF, THE UNDP AND THE DONOR HAVE SIGNED THIS AMENDMENT

For UNDP:

By 
Mireia Villar Forner

Title: Resident Representative a.i.

Date: 22 DIC 2016

For the Donor:

By 
Nadia Ottiger

Title: Head of Cooperation

Date: 22 DIC 2016

DMS	856 Avium Rapid Response
IF	09312.02.01
No. Cta	810 333 53
No. Contrato	1067/2013
Responsables	SITVO / PEAVA

NOVA Contrato n° 30 en USD 1991866

26.01.2015

DMS	856 Avium Rapid Response
IF	09312.02.01
No. Españ	81015483
No. Cta	1067/2013
Responsables	PUNRI / PEAVA

THIRD-PARTY COST-SHARING AGREEMENT

BETWEEN

THE SWISS CONFEDERATION,
REPRESENTED BY THE FEDERAL DEPARTMENT OF FOREIGN AFFAIRS,
ACTING THROUGH THE SWISS AGENCY FOR DEVELOPMENT AND COOPERATION
SDC (THE DONOR)

AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis for the implementation of the project BOL/17369 "Strengthening the National First Response and Emergency Preparedness System" for an effective and timely response in Bolivia,¹ from 01 November 2013 to 31 December 2016.

WHEREAS UNDP is prepared to receive and administer the contribution for the implementation of the project,

WHEREAS the Government of Bolivia has been duly informed of the contribution of the Donor to the project,

WHEREAS UNDP will be the Implementing Partner for the implementation of the project.

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

Article I. The Contribution

- (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of CHF 1,101,540 (One million one hundred and one thousand five hundred forty 00/100 Swiss Francs). The contribution shall be deposited in the

BANK OF AMERICA
Swift Code: BOFAUS33
ABA Number: 111000012
Address: 1401 Elm Street, Dallas TX.
Account Number: 375 222 0630

¹ The programme/project is described in the project document "Strengthening the National First Response and Emergency Preparedness System for an effective and timely response in Bolivia". The project document is formally annexed to this Agreement. For UNDP programme activities carried out under the harmonized operational modalities, the project document is comprised of the CPAF and AWT.

Account Name: UNDP Representative in Belvia (USD) Account.

<u>Schedule of payments²</u>	<u>Amount</u>
15 November 2013	10%
01 January 2014	25%
01 January 2015	25%
01 January 2016	30%
when final report is sent to donor approx. 31 December 2016	10%

(b) The Donor will inform UNDP when the contribution is paid via an e-mail message with remittance information to contributions@undp.org

2. 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 Donor with a view to determining whether any further financing could be provided by the Donor. Should such further financing not be available, the assistance to be provided in the project may be reduced, suspended or terminated by UNDP.

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of project delivery.

4. UNDP shall receive and administer the payment in accordance with the regulations, rules and directives of UNDP.

5. All financial accounts and statements shall be expressed in United States dollars.

Article II. Utilization of the Contribution

1. The implementation of the responsibilities of UNDP and of the Executing Entity /Implementing Partner pursuant to this Agreement and the project document shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above.

2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to

² It is recommended that country offices negotiate the number of installments to ensure at least six months' anticipated disbursements are funded with each installment. This will make processing of contributions and reporting more efficient for the country offices.

the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavours to obtain the additional funds required.

3. If the payments referred to in Article I, paragraph 1, 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 Donor or other sources, the assistance to be provided to the project under this Agreement may be reduced, suspended or terminated by UNDP.

4. Any interest income attributable to the contribution shall be credited to UNDP Account and shall be utilized in accordance with established UNDP procedures.

Article III. Administration and reporting

1. Project management and expenditures shall be governed by the regulations, rules and directives of UNDP and, where applicable, the regulations, rules and directives of the Executing Entity/Implementing Partner.

2. UNDP headquarters and country office shall provide to the Donor all or parts of the following reports prepared in accordance with UNDP accounting and reporting procedures.

2.1 For Agreements of one year or less:

- (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of the Agreement, a final report summarizing project activities and impact of activities as well as provisional financial data;
- (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
- (c) From UNDP Bureau of Management/Office of Finance and Administration on completion of the project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

2.2 For Agreements of more than one year:

- (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of project progress for the duration of the Agreement, as well as the latest available approved budget.
- (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.

- (c) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of the Agreement, a final report summarizing project activities and impact of activities as well as provisional financial data.
- (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

3. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.

Article IV. Administrative and support services

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 structure in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to 7%. Furthermore, as long as they are unequivocally linked to the specific project, all direct costs of implementation, including the costs of executing entity or implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.

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 V. Evaluation

All UNDP programmes and projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Bolivia in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a project including an evaluation of its contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

Article VI. Equipment

Ownership of equipment, supplies and other properties 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 VII. Auditing

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP. Should the biennial Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor.

Article VIII. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the project have been completed.
2. Notwithstanding the completion of the project, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the project have been satisfied and project activities brought to an orderly conclusion.
3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with the Donor.

Article IX. Termination of the Agreement

1. After consultations have taken place between the Donor, UNDP and the programme country Government, and provided that the payments 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 Donor. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of all or the part of the project up to the date of the termination have been satisfied and project activities brought to an orderly conclusion.
3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with the Donor.

Article X. Amendment of the Agreement

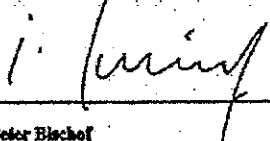
The Agreement may be amended through an exchange of letters between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of the Agreement.

Article XI. Entry Into Force and Duration

This Agreement shall enter into force upon signature and deposit by the Donor of the first contribution-payment to be made in accordance with the schedule of payments set out in Article I, paragraph 1 of this Agreement and the signature of the project document by the concerned parties. This Agreement covers the period from 01 November 2013 to 31 December 2016.

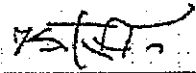
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Donor:



Peter Blechof
Swiss Ambassador in Bolivia
18.10.2013

For the United Nations Development Programme:



Katherine Grigby
Resident Representative
18.10.2013

