



NEW ZEALAND
FOREIGN AFFAIRS & TRADE
Aid Programme

File Reference: WPG-0040587-DOC-4008852
Activity Code: A12263

VARIATION No. 1

Pacific Parliamentary Effectiveness Initiative

between

Ministry of Foreign Affairs and Trade

195 Lambton Quay

Wellington 6011

New Zealand

(MFAT)

and

United Nations Development Programme

Level 7, Kadavu House,

Victoria Parade

Suva, Fiji

(UNDP)

The Variation

MFAT¹ and UNDP are participants in a Grant Funding Arrangement dated 01 Apr 2016 (**Arrangement**).

The participants decided to vary the Arrangement in accordance with the following Schedule of Changes.

Subject to these changes, the Arrangement and any previous Variations remain in full force and effect.

Words and acronyms used but not defined in this Variation No. 1 have the meaning given to them in the Arrangement.

¹ MFAT is responsible for managing the New Zealand Aid Programme. The New Zealand Aid Programme is the New Zealand Government's international aid and development programme.

Acceptance

For and on behalf of MFAT

For and on behalf of Recipient

Elise Trewick

Signature

Signature

Elise Trewick

Full name

Full name

Development Officer

Position

Position

26 / 01 / 2018

Date

Date

Schedule of Changes

1. Effective Date

Effective date The date on which this Variation is signed by both participants.

2. The Contribution

The contribution set out in section 2(a) is deleted and replaced with the following:

- (a) MFAT will, in accordance with the schedule of payments set out below, contribute to UNDP up to the maximum amount of NZD 3,900,000 (exclusive of GST but inclusive of any other taxes).

3. Costed Outputs

The Costed Outputs set out in section three are amended as per the following:



No.	Output to be produced	Start date	End date	Total cost of Output (actual expenditure)	Year		
					Year 1 8/03/2016- 31/12/2016	Year 2 1/01/2017- 31/12/17	Year 3 1/01/2018- 31/12/18
1	Non-output specific costs <i>Quality Assurance and General Management Services (8%)</i>	Signing of Arrangement	31/12/18	USD 244,415	USD 29,816	USD 94,000	USD 120,599
2	Members of Parliament are supported more effectively by the parliamentary secretariat through the provision of induction training for first time members, research and briefing materials	Signing of Arrangement	31/12/18	USD 618,448	USD 66,004	USD 282,000	USD 270,444
3	Cross cutting development issues mainstreamed in selected Pacific Parliaments	Signing of Arrangement	31/12/18	USD 486,321	USD 65,321	USD 229,000	USD 192,000
4	Development of a participatory and transparent national planning and budget process in four selected countries	Signing of Arrangement	31/12/18	USD 341,007	USD 57,007	USD 108,000	USD 176,000
5	Capacity of potential women candidates increased through provision of training and capacity building activities	Signing of Arrangement	31/12/18	USD 373,174	USD 44,174	USD 145,000	USD 184,000
6	Increased number of women candidates selected by political parties in selected Pacific countries	Signing of Arrangement	31/12/18	USD 274,232	USD 38,232	USD, 72,000	USD 164,000
				MAXIMUM FUNDING AMOUNT * USD 2,337,597	USD 300,554	USD 930,000	USD 1,107,043

* Payment will be in NZD but will not exceed the sum of NZD 3,900,000.



4. Total Cost of Variation

Additional Funding	Funding	900,000
	Per Diems/ Allowances	0
	Recoverable Expenses	0
TOTAL COST OF VARIATION	NZD	900,000

All figures are exclusive of GST but inclusive of all other taxes unless otherwise stipulated.

5. Amended Total Contract Price/ Maximum Funding Amount

Original Total Contract Price / Maximum Funding Amount	3,000,000
Total cost of Variation No. 1	900,000
AMENDED TOTAL CONTRACT PRICE/ MAXIMUM FUNDING AMOUNT	NZD 3,900,000
	Funding 3,900,000
Comprising:	Per Diems/ Allowances 0
	Recoverable Expenses 0

All figures are exclusive of GST but inclusive of all other taxes unless otherwise stipulated.

6. Scope of Arrangement

The scope of the Arrangement set out in section one is amended as per the following:

Goals

The goals of the Activity are to:

- Increase the effectiveness and capacity of Pacific parliamentarians in Tonga, Papua New Guinea (PNG), Solomon Islands, Cook Islands, **and Vanuatu**; and
- Increase the political participation of women in Tonga, PNG, Solomon Islands, Cook Islands, **and Vanuatu**.

7. Milestones and Payments

The milestones and payments table set out in section four is deleted and replaced with the following:

Date	Milestones	Indicative Funding Payment
On signing	<ol style="list-style-type: none"> 1. Signed Arrangement between Recipient and MFAT. 2. A Costed Workplan. 3. A Claim. 	NZD 1,500,000 <i>Completed</i>
31 July 2016	<ol style="list-style-type: none"> 1. A Quarterly Report for the period April - June 2016 	Nil <i>Completed</i>
31 October 2016	<ol style="list-style-type: none"> 1. A Quarterly Report for the period July - September 2016 	Nil <i>Completed</i>
28 February 2017	<ol style="list-style-type: none"> 2. A revised Costed Workplan that includes: <ul style="list-style-type: none"> - Actual expenditure for the period 8 March 2016 to 31 December 2016; and - An updated expenditure forecast for future period(s). 3. A Progress Report for the period 8 March 2016 to 31 December 2016. 4. A Claim. 	NZD 1,000,000 <i>Completed</i>
30 April 2017	<ol style="list-style-type: none"> 1. A Quarterly Report for the period January - March 2017 	Nil <i>Completed</i>
31 July 2017	<ol style="list-style-type: none"> 1. A Quarterly Report for the period April - June 2017 	Nil <i>Completed</i>
31 October 2017	<ol style="list-style-type: none"> 2. A Quarterly Report for the period July - September 2017 	Nil
8 December 2018	<ol style="list-style-type: none"> 1. A claim on signing of this variation. 	NZD 900,000
28 February 2018	<ol style="list-style-type: none"> 1. A revised Costed Workplan that includes: <ul style="list-style-type: none"> - Actual expenditure for the period 1 January 2017 to 31 December 2017; and - An updated expenditure forecast for future period(s). 2. A Progress Report for the period 1 January 2017 to 31 December 2017. 3. A Claim. 	NZD 500,000
30 April 2018	<ol style="list-style-type: none"> 1. A Quarterly Report for the period January - March 2018 	Nil
31 July 2018	<ol style="list-style-type: none"> 2. A Quarterly Report for the period April - June 2018 	Nil
31 October 2018	<ol style="list-style-type: none"> 2. A Quarterly Report for the period July - September 2018 	Nil

Date	Milestones	Indicative Funding Payment
28 February 2019	A Completion Report covering the period 1 January 2018 to 31 December 2018 as well as the full Funding period.	Nil
MAXIMUM FUNDING AMOUNT		NZD 3,900,000

8. Additional Clause(s)

UNDP will:

- a. ensure, so far as is reasonably practicable, the health and safety of:
 - (i) workers who work for the UNDP, while the workers are performing work under this Arrangement; and
 - (ii) workers whose activities are influenced or directed by the UNDP while performing work under this Arrangement; and
 - (iii) other persons who might be put at risk by the UNDP performing work under this Arrangement;
- b. consult, cooperate and coordinate with MFAT in relation to the health and safety matters referred to of the workers and other persons described in paragraph a. above;
- c. comply with the provisions of any health and safety provided in its procedures;
- d. provide a response to all reasonable comments of MFAT relating to health and safety; and
- e. report any health and safety incident, injury or near miss to MFAT as soon as possible after becoming aware that such an event has occurred.

For the purposes of this clause:

- f. **workers** means an individual who carries out work in any capacity, including employees, contractors, subcontractors, apprentices and volunteers; and
- g. **reasonably practicable** means that which is, or was, at a particular time, reasonably able to be done in relation to ensuring health and safety, taking into account and weighing up all relevant matters, including —
 - (i) the likelihood of the hazard or the risk concerned occurring; and
 - (ii) the degree of harm that might result from the hazard or risk; and
 - (iii) what the person concerned knows, or ought reasonably to know, about—
 - (1) the hazard or risk; and
 - (2) ways of eliminating or minimising the risk; and
 - (iv) the availability and suitability of ways to eliminate or minimise the risk; and
 - (v) after assessing the extent of the risk and the available ways of eliminating or minimising the risk, the cost associated with available ways of eliminating or minimising the risk, including whether the cost is grossly disproportionate to the risk.

The Parties further acknowledge and agree that nothing under the Arrangement and/or the Variation shall be considered a waiver of the immunities and privileges of the United Nations (of which UNDP is an integral part) under the Convention on Immunities and Privileges of the United Nations. As such, the Parties further acknowledge and agree that (a) the Health and Safety at Work Act 2015 is not applicable to UNDP and (b) nothing in this Arrangement and/or the Variation will impose any obligation on UNDP to pay or reimburse MFAT for any fine or an infringement fee which may be incurred by MFAT under the Health and Safety at Work Act 2015.