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**AFRICAN DEVELOPMENT BANK
BUREAU DE PROGRAMME NATIONAL STFO**



Date: 11/12 /2013
Ref: BAD/ DEZ/2013

**Para: Sr^a Antónia DAIO
ARRO PNUD
SÃO TOMÉ**

**De: M. Flávio Soares da Gama
Economista Residente do BAD
SÃO TOMÉ**

Subject: MOU

Junto venho pela presente fazer chegar a V. Ex^a, conforme a sua solicitação, cópia do MOU em anexo, assinado pelo Sr. José SALEMA "UNDP Resident Representative" e o Sr Zondo SAKALA "Vice President – Country & Regional Programmes & Policy do Banco Africano de Desenvolvimento".

Apresento à V. Ex^a os meus cumprimentos.

Flávio Soares da Gama

(Economista Residente do BAD)



1ST EXCHANGE OF LETTERS

BETWEEN

**THE UNITED NATIONS DEVELOPMENT PROGRAMME
("UNDP")**

AND

**THE AFRICAN DEVELOPMENT BANK (THE BANK)
AND THE AFRICAN DEVELOPMENT FUND (THE FUND)**

**CONCERNING AMENDMENT OF THE MEMORANDUM OF
UNDERSTANDING DATED 18 NOVEMBER 2010**

Handwritten signature

1ST EXCHANGE OF LETTERS

The Resident Representative
United Nations Development Programme
Avenue des Nations Unies
B.P. 109
SAO TOME ET PRINCIPE

Fax: (239) 22 22 198

RE: Amendment of the Memorandum of Understanding dated 18 November 2010, between the United Nations Development Programme (UNDP) and the African Development Bank Group (the "Bank").

I have the honour to refer to the Memorandum of Understanding dated 18 November 2010 (the "MOU") between the United Nations Development Programme (hereinafter referred to as "UNDP") and the African Development Bank and the African Development Fund (hereinafter collectively referred to as the "Bank"). The MOU provides the understanding of UNDP on the one part, and the Bank on the other part, on the arrangements for the functioning and administration of the National Programme Office (NPO) of the Bank in the Republic of São Tome and Principe;

WHEREAS:

- (1) Paragraph 2.1 of the MOU provides that the operating costs of the NPO include salaries and benefits payable to the personnel of the Bank;
- (2) The Bank has decided to integrate its personnel at the NPO into its payroll with effect from 1 July 2013; and
- (3) Paragraph 7.2 of the MOU provides that it may be amended by a simple exchange of letters.

HAVING CONSIDERED THE ABOVE, the Bank now proposes to amend the provisions of paragraphs 2.1 and 3.5 of the MOU in the following manner:

1. Delete the words 'salaries and benefits payable to the personnel of the Bank' from paragraph 2.1 of the MOU. The amended paragraph 2.1 provides thus:

"The total cost and expenses relating to the NPO (hereinafter referred to as "operating costs") include office rent, utilities, security services and maintenance of vehicles and equipment. Operating costs shall be disbursed to UNDP by the Bank in two equal instalments in January and in July of each year."



2. Delete the words 'to the personnel of the Bank and' from paragraph 3.5 of the MOU. The amended paragraph 3.5 provides thus:

"UNDP shall ensure timely payment of all sums due to third parties, including contractors and public services."

3. Salaries and benefits payable to the personnel of the Bank in the NPO will be processed and paid by the Bank in accordance with its policies, rules and procedures applicable to its Field Office staff.
4. Save as amended herein, all other terms and conditions of the MOU are wholly incorporated by this Letter, remain unchanged and shall continue to apply.

I would like to propose that this Letter and your confirmation of acceptance thereof be regarded as constituting an understanding between UNDP and the Bank for the purpose of amending the provisions of the MOU, and shall have full force and effect as of the date of your confirmation.

Yours faithfully,

**FOR THE AFRICAN DEVELOPMENT BANK
AND THE AFRICAN DEVELOPMENT FUND**



Zondo SAKALA
Vice President
Country & Regional Programmes & Policy

Date: 25 APR 2013

**ACCEPTED AND CONFIRMED FOR
THE UNITED NATIONS DEVELOPMENT PROGRAMME**



Jose SALEMA
UNDP Resident Representative

Date: 09.05.2013

