



**COST-SHARING AGREEMENT BETWEEN THE UNITED NATIONS
DEVELOPMENT PROGRAMME AND THE GOVERNMENT OF NAMIBIA
REPRESENTED BY THE MINISTRY OF HEALTH AND SOCIAL
SERVICES**

WHEREAS the United Nations Development Programme (hereinafter referred to as "UNDP") and the Government of Namibia represented by the Ministry of Health and Social Services (hereinafter referred to as the "MOHSS") have agreed to cooperate in the implementation of a project in Namibia (hereinafter referred to as "the Project"), as described in the Project document as Support to MOHSS for accelerated implementation of GFATM, Atlas project no. 00102753, in Namibia, and submitted to the Government for information.

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 increase the resources available for the Project;

WHEREAS the UNDP shall designate an Implementing Partner for the implementation of each Project financed from the contribution (hereinafter referred to as "Implementing Partner")

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

Article I

1. The MOHSS shall, in the manner referred to in paragraph 2 of this Article, place at the disposal of UNDP the contribution of three million, three hundred and ninety five thousand, six hundred and sixty nine United States Dollars (3,395,669 USD)

2. The funds will be deposited to:

UNDP Contributions Account,
Bank account no.: 36349562
ABA/ACH Routing Number: 021000089
SWIFT: CITIUS33

at Citibank, N.A.
111 Wall Street
New York, NY 10043

Schedule of payments: Annual

A handwritten signature in black ink is located in the bottom right corner of the page.

3. The MOHSS PMU will inform the Global Fund to Fight AIDS, Malaria and Tuberculosis (the "Global Fund") in Geneva to transfer funds totaling three million, three hundred and ninety five thousand, six hundred and sixty nine United States Dollars, US\$3,395,669 to UNDP. The Global Fund will inform MOHSS and UNDP when the Contribution is paid via an e-mail with remittance information to contributions@undp.org, providing the following information: Government's name, UNDP country office, Project no 0046250 and Project title Support to MOHSS for accelerated implementation of GFATM. This information should also be included in the bank remittance advice when funds are remitted to UNDP.
4. The above schedule of payments¹ 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.
5. All financial accounts and statements shall be expressed in United States dollars.
6. 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 7%. 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.
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.

¹ 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



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.
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 MOHSS 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 be transferred to MOHSS. 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 MOHSS on request with financial and other reports prepared

Article VIII

1. UNDP shall notify the MOHSS 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 finance 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 MOHSS and consult with the MOHSS 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 MOHSS.

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 [Programme/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 MOHSS. 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 MOHSS and consult with the MOHSS 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 MOHSS.

Article X

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

(a) To the MOHSS: Dr. Andreas Mwoombola, Permanent Secretary

Address: Ministry of Health and Social Services,
Private Bag 13198
Windhoek
Namibia

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

MOHSS email address: mwilimas@mohss-pmu.com.na

Attention: Sarah Mwilima

(c) To UNDP: Ms. Izumi Morota-Alakija, Deputy Resident Representative

Address: United Nations Development Programme,
UN House,
38 Stein St.
Private Bag 13329
Klein Windhoek
Windhoek
Namibia

Email address izumi.morota@undp.org

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 language in two copies.

For the Government:

For the United Nations
Development Programme:

(Signature)

Name: Dr. Andreas Mwoombola
Title: Permanent Secretary

Date: 6 April 2017
Place:



(Signature)

Name: Ms. Izumi Morota-Alakija
Title: Deputy Resident
Representative

Date: 6 April 2017
Place: