

BOMBAP/UK



UNDP/FC/06/241

24 August, 2006

Mr. Robert Magowan  
Deputy Head  
Afghan Drugs Inter-Departmental Unit  
Foreign and Commonwealth Office  
Room K2.213  
King Charles Street  
London SW1  
United Kingdom

Dear Mr Magowan,

**AMENDMENT TO THIRD-PARTY COST-SHARING AGREEMENT**

Reference:

A. Article IX of the Third Party Cost Sharing Agreement concerned with the Joint Assistance Project, Tajik-Afghan Border Security in Tajikistan, dated February 2006.

This letter is to confirm that the Foreign & Commonwealth Office is to contribute an additional GBP 250,000 to the project.

May I take this opportunity of expressing my thanks for this additional contribution.

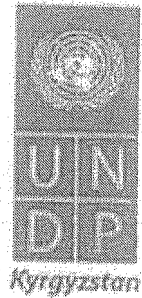
Yours sincerely;

A handwritten signature in black ink, appearing to read 'Igor Bosc'.

Igor Bosc  
Resident Representative, a.i.  
UNDP Tajikistan

Countersigned by:

.....  
Robert Magowan  
Deputy Head  
Afghan Drugs Inter-Departmental Unit  
Foreign & Commonwealth Office



**THIRD-PARTY COST-SHARING AGREEMENT  
BETWEEN THE UNITED KINGDOM FOREIGN & COMMONWEALTH OFFICE  
(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 Joint Assistance Project, Tajik-Afghan Border Security in Kyrgyzstan.

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

WHEREAS the Government of the Kyrgyz Republic has been duly informed of the contribution of the Donor to the programme/project,

WHEREAS UNDP shall designate Executing Agencies for the implementation of the Programme/project as appropriate and with the agreement of the Donor.

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

**Article I. The Contribution**

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of EURO 2,000,000.00 (Euro Two Million). The contribution shall be deposited in the:

UNDP Euro Contributions Account  
Account No 6008-62722022  
Bank of America, London  
One Allie Street, E1 8 DE, London  
SWIFT Address: BOFAGB22  
ABA number for Bank of America: 111000012

**Schedule of payments**

**Amount**

24<sup>th</sup> March 2005

EURO 2,000,000.00 (Euro Two Million)

2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold up to the date of termination, unutilized payments until all commitments and liabilities incurred in the implementation of all or the part of the project, for which this Agreement has been terminated, 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.

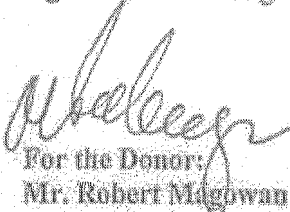
Article IX. Amendment of the Agreement

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 X. Entry Into Force

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 PSD/project document by the concerned parties.

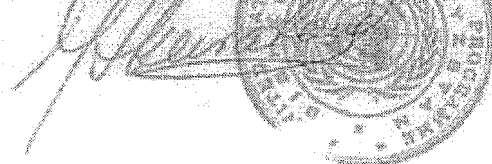
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

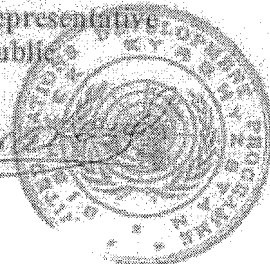


For the Donor:  
Mr. Robert Magowan  
Deputy Head  
Afghan Drugs Inter-Departmental Unit  
17<sup>th</sup> March 2005



For the United Nations Development Programme:  
Mr. Jerzy Skuratowicz  
UNDP Resident Representative  
in the Kyrgyz Republic  
17<sup>th</sup> March 2005





(b) reimbursement of direct costs for operational support by UNDP Country Offices is already foreseen within the budget proposed.

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

#### Article V. 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 VI. 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 an 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 VII. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the programme/project have been completed.
2. Notwithstanding the completion of the programme/project, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the programme/project have been satisfied and programme/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 VIII. 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 programme/project, sufficient to meet all commitments and liabilities incurred in the implementation of the programme/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.

2.1 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 programme/project activities and impact of activities as well as provisional financial data;
- (b) From UNDP Bureau of Management/Comptroller's Division, 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 UNDP Bureau of Management/Comptroller's Division on completion of the programme/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) every year, the status of programme/project progress for the duration of the Agreement, as well as the latest available approved budget.
- (b) From UNDP Bureau of Management/Comptroller's Division, 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 programme/project activities and impact of activities as well as provisional financial data.
- (d) From UNDP Bureau of Management/Comptroller's Division, on completion of the programme/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. As agreed with the Donor, UNDP will provide monthly narrative reports of activities undertaken.

Article IV. Administrative and support services

1. In accordance with the decisions and directives of UNDP's Executive Board:

The contribution shall be charged:

- (a) 7% cost recovery for the provision of general management support (GMS) by UNDP headquarters and country offices

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 to the programme/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 programme/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 Agency pursuant to this Agreement and the programme/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 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 programme/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. Programme/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 Agency.

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.

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      - 2.59      1.295

2      84  
      - 2.38      1.109

BOMCA/UK 2

United Nations Development Programme



Tajikistan

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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 **Joint Assistance Project, Tajik-Afghan Border Security** in **Tajikistan**.

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

WHEREAS the Government of the Republic of Tajikistan has been duly informed of the contribution of the Donor to the programme/project,

WHEREAS UNDP shall designate Executing Agencies for the implementation of the Programme/project as appropriate and with the agreement of the Donor.

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

**Article I. The Contribution**

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of £250,000 (Sterling Pounds two hundred and fifty thousand). The contribution shall be deposited in the:

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Account No 6008-62722022  
Bank of America, London  
One Alie Street, E1 8 DE, London  
SWIFT Address: BOFAGB22  
ABA number for Bank of America: 111000012**

<u>Schedule of payments</u>	<u>Amount</u>
24 <sup>th</sup> March 2005	£ 250,000 (Sterling pounds two hundred and fifty thousand)

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 to the programme/project may be reduced, suspended or terminated by UNDP.

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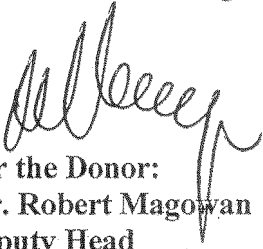
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**For the Donor:**  
**Mr. Robert Magowan**  
**Deputy Head**  
**Afghan Drugs Inter-Departmental Unit**  
**February 2006**



**For the United Nations Development Programme:**  
**Mr. William Paton**  
**UNDP Resident Representative**  
**in the Republic of Tajikistan**  
**February 2006**