

**THIRD-PARTY COST-SHARING AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT
PROGRAMME AND THE GOVERNMENT OF TANZANIA**

WHEREAS the United Nations Development Programme (hereinafter referred to as "UNDP") and the Government of United Republic of Tanzania through the Tanzania Commission for AIDS (TACAIDS) (hereinafter referred to as the "Government") have agreed to cooperate in the implementation of a project in the United Republic of Tanzania (hereinafter referred to as "the Project"), as described in the project document with Atlas award ID 00061905 titled "**Strengthening Institutional Capacity for Gender and Human Rights Responsive Policies and Strategies to Combat HIV/AIDS in Tanzania Mainland and Zanzibar**" in the United Republic of Tanzania 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 Government shall, in the manner referred to in paragraph 2 of this Article, place at the disposal of UNDP the contribution of **US\$ 276,056**

The Government shall, in accordance with the schedule of payments set out below, deposit the contribution:

**UNDP Contribution Account No: 015-002284,
JP Morgan Chase Bank, 1166 Avenues of the Americas,
New York, USA.
SWIFT Address CHASUS 33**

Or the equivalent of **US\$ 276,056** in Tanzanian Shillings at the current UN rate of exchange at the time of transaction, in the account:

**UNDP Representative Account no. 0108020038900
Standard Chartered Bank, International House Branch, Dar es Salaam, Tanzania**

	<u>Date payment due</u>	<u>Amount (stated currency)</u>
(a)	Upon Signature	USD 276,056

2. The Government will inform UNDP when the Contribution is paid via an e-mail with remittance information to contributions@undp.org, providing the following information:

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 1, above. UNDP shall not start implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).
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 Government shall use its best endeavors to make available to UNDP the additional funds required.
3. If the Contribution 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 1, 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 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

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 Government on request with financial and other reports prepared in accordance with UNDP reporting procedures.

Article VIII

1. UNDP shall notify the Government when all activities relating to the Project have been completed in accordance with the Prodoc.

Addendum to the Cost Sharing Agreement (CSA) between UNDP and Government of Tanzania through TACAIDS for procurement of vehicles.

Addendum to Article I, Provision 1.

UNDP will procure seven (7) vehicles: Three (3) Toyota Land Cruiser Prado upto 3000 c.c. Diesel Engines, 202 black and four (4) Toyota Land Cruiser Prado upto 3000 c.c. Diesel Engine IF7 Silver Metallic on behalf of the Government.

(a) To the Government:

Address: **The Executive Chairman
Tanzania Commission for AIDS (TACAIDS)
P. O. Box 76987
Dar es Salaam, Tanzania**

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

Government email address:

Attention:

fmurisho@tacaids.go.tz

(c) To UNDP: Philippe Poinso, Country Director and Resident Representative a.i.

Address: **United Nations Development Programme
P. O. Box 9182
Dar es Salaam, Tanzania**

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 in two copies.

For the Government:

(Signature) *Fatma Murisho*

Name: *DR. FATMA MURISHO*

Title: *EXECUTIVE CHAIRMAN*

Date: *18-06-2014*

Place: *DAR-ES-SALAAM*

For the United Nations Development Programme

(Signature) *Philippe Poinso*

Name: *Philippe Poinso*

Title: *Resident Representative a.i.*

Date: *18-06-2014*

Place: *Dar es Salaam*

