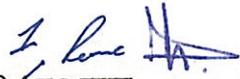


*Addendum N° 1 to the
Financing Agreement N°
ASE/RELEX/2000/0053*


**ADDENDUM N° 4 TO THE
FINANCING AGREEMENT
BETWEEN
THE EUROPEAN COMMUNITY
AND THE ASSOCIATION OF
SOUTHEAST ASIAN NATIONS (ASEAN)**

“EC-ASEAN ENERGY FACILITY”

The European Community, hereinafter referred to as "the Community", represented by the Commission of the European Communities, hereinafter referred to as "THE COMMISSION",

of the one part,

and

the Association of Southeast Asian Nations (ASEAN), hereinafter referred to as "THE BENEFICIARY", represented by the Secretary General of ASEAN

of the other part,

have agreed as follows:

The following provisions of Financing Agreement No. ASE/RELEX/2000/0053, "EC – ASEAN Energy Facility" concluded between the Community and the Beneficiary on 21 June 2001 (the "Financing Agreement") are hereby replaced/completed as follows:

"Article 3: The Community's Commitment

The total cost of the project is estimated to be 38.510.000 euro (thirty eight million five hundred and ten thousand euro) including the estimated individual project partner contributions.

The commitment of the Community is fixed at a maximum of 21.500.000 euro (twenty one million five hundred thousand euro), hereinafter referred to as the EC Grant.

The period of execution of the Financing Agreement shall commence on the entry into force of the Financing Agreement and end at 28 February 2009. This period of execution shall comprise two phases: an operational implementation phase, which shall commence on the entry into force of the Financing Agreement and end at 28 February 2007. As from this date shall commence the closure phase, which shall end at the end of the period of execution. The individual contracts and agreements which implement this Financing Agreement must be concluded no later than on 12 December 2006. Contracts and agreements relating to audit and evaluation may be concluded later. "

"Article 4: The Beneficiary's Commitment

The ASEAN Centre for Energy (ACE) will make in-kind contributions to the project (office space and facilities, local transport) to the counter-value of 510.000 euro (five hundred and ten thousand euro).

The partner grantees will make contributions to co-financing for an estimated 16.500.000 euro (sixteen million five hundred thousand euro) which is at least equal to the contribution from the Community for the same scope. "

"Article 5: Correspondence

Correspondence relating to the implementation of this Agreement should be marked with the number and title of the project, as referred to in article 2, and be sent to

(a) for the Community

European Commission Delegation in Indonesia
Wisma Dharmala Sakti, 16th fl.
Jl. Jend Sudirman 32
PO Box 6454 JKPDS
Jakarta 10220
Indonesia

Facsimile: (62-21) 570.6075

(b) for the Beneficiary

c/o the Director
Bureau for Programme Coordination and External Relations
ASEAN Secretariat
70 A Jl. Sisingamangaraja
Jakarta 12110, Indonesia

Facsimile: (62-21) 739.8234, 724.3504"

Annex 2: Technical and Administrative Provisions

Annex 2, Technical and Administrative Provisions, subheadings 2.4.4 and 2.6, and Appendix 3 are amended as shown in the attachment to this Addendum.

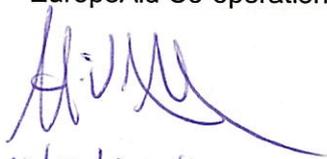
All other terms and conditions of the Financing Agreement remain unchanged. This Addendum shall enter into force on the date on which it is signed by the later of the two parties.

Done at Brussels and Jakarta in three original copies, two copies being handed to the Commission and one to the Beneficiary.

FOR THE COMMISSION

Name Erich W. Muller
Director
Asia Directorate
EuropeAid Co-operation Office

Signature



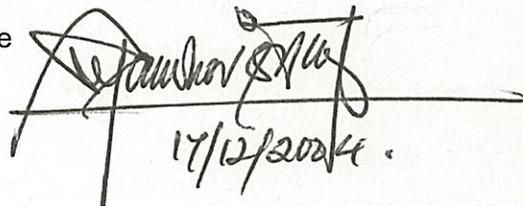
Date

10/12/2004

FOR THE BENEFICIARY

Name Pengiran Dato Mashor P. Ahmad
Deputy Secretary General
Economic Cooperation
ASEAN Secretariat

Signature



Date

17/12/2004

Annex 2: Technical and Administrative Provisions

"2.4.4 Institutional Development

In both regions, the energy industry is already organised in professional groupings established to defend the interests of their members (such as Eurelectric/Unipede, Marcogas/Eurogas, Cecso, EREEC, EnR, in the EU and ASCOPE, HAPUA, AFOC, Networks on Energy Efficiency and on Renewable Energy in ASEAN). The programme will collaborate with these organisations as much as possible. There will be possibilities for sub-contracting with them the promotional activities for a limited number of person-months during the first two years.

The programme will also include activities for institutional interaction (e.g. through annual round table discussions and working groups). During the first year of the implementation of the programme, the themes to be taken up as priorities on specific energy issues will be defined and the criteria and profile of participants established. The aim will be to build a strong network of experts, organisations and bodies involved in ASEAN institution building, exchange programmes and transfer of know-how and experiences.

Commencing from 1 January 2005, after the closure of the operational implementation period of the EC-ASEAN COGEN III programme, the EC-ASEAN Energy Facility programme will also include activities to monitor, follow-up and disseminate the results of projects financed under the EC-ASEAN COGEN III programme with the assistance of existing institutions and networks. This is to ensure the sustainability and replicability of results achieved under the EC-ASEAN COGEN III programme. "

"2.6 Cost and financing

The total EC contribution to the programme is estimated at 21,5 million euro, comprising 16,5 million euro for support to the individual projects, 2 million euro for institutional development activities, and 3 million euro for the management and operating costs of the programme and reviews, as detailed in Appendix 3: Budget.

ACE will provide office space and facilities e.g. furniture, normal office equipment and transport to the European and ASEAN experts assigned to the project. The in-kind costs are estimated at 0,51 million euro for the five year period. ACE's regular office staff (e.g. secretaries, operators and drivers) will be available to support the programme.

The individual project partners will contribute in cash an estimated total of over 16,5 million euro."

Appendix 3: BUDGET

1. CO-FINANCING GRANTS (million euro)

Original Financing Agreement		Addendum n°1	
Partners	EC	Partners	EC
Over 13	13	Over 16,5	16,5

2. INSTITUTIONAL STRENGTHENING (million euro)

Original Financing Agreement		Addendum n°1	
Partners	EC	Partners	EC
	2		2

3. MANAGEMENT AND OPERATING COSTS (*) (million euro)

Original Financing Agreement		Addendum n°1	
Partners	EC	Partners	EC
0,510	3	0,510	3

GRAND TOTAL (million euro)

Original Financing Agreement		Amendment n°1	
Partners	EC	Partners	EC
Over 13,510	18	Over 17,010	21,5

(*) NB: The breakdown of the management and operating costs remains as it is envisaged in the original Appendix 3. All notes under the original Appendix 3 remain valid.

All other terms and conditions of Annex 2 Technical and Administrative Provisions remain unchanged.