



Joint United Nations Programme on HIV/AIDS

UNAIDS

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"FOR COUNTERSIGNATURE"
Please return to UNAIDS Secretariat.
Thank you.

Telephone line: +4122 791 4457

Reference: PSR/WS/nt

Mr Dhannan Sunoto
Director
Bureau of Programme Co-ordination
and External Relations
The ASEAN Secretariat
70A Jl. Sisingamangaraja
Jakarta 12110

30 March 2001

Allotment: GL.GLO.USX.605.UB.00.J

Activity ID: 14.08.02.01.04.02.ASA

AMS: 9003057

HQ/01/470951

Dear Mr Sunoto,

Letter of Agreement with the ASEAN Secretariat to fund activities to strengthen ASEAN Capacity to Programme for Regional Activities for HIV/AIDS

The Joint United Nations Programme on HIV/AIDS (UNAIDS) would like to enter into an agreement with the ASEAN Secretariat to support activities to further strengthen the ASEAN Secretariat's capacity in the field of HIV/AIDS.

The activities supported under this agreement will begin on 15 April 2001 and end on 31 January 2002. A detailed description of these activities and their expected outcomes, as well as the budget are set out in Annex 1, which forms an integral part of this agreement.

UNAIDS will, in support of these activities, provide ASEAN a maximum amount of US\$105,000 (one hundred and five thousand United States dollars), payable in one instalment in advance, on receipt by UNAIDS of the countersigned copy of this letter.

All rights to any publication resulting from the activities funded under this Agreement, including copyright thereof, shall be vested in the ASEAN Secretariat and UNAIDS jointly, who will each, independently and severally, be entitled to exploit such rights in any manner and for any purpose they may deem appropriate (without having to seek the prior approval of the other party). The ASEAN Secretariat shall acknowledge the support provided by UNAIDS hereunder in any such publication, unless UNAIDS advises the ASEAN Secretariat to the contrary.

The ASEAN Secretariat shall exclusively use the funds provided to it hereunder for the activities outlined in Annex I and shall regularly report to UNAIDS on the progress of the activities funded under this Agreement, which may be subject to verification by UNAIDS, if it so requests. In this respect, the ASEAN Secretariat shall submit the following reports to UNAIDS:

.../...

- A mid-term activity and financial report by 1 October 2001.
- A final technical report and financial statement within 90 days after 31 January 2002. The financial statement shall be provided by using the attached form EOL.1.

The financial reports and statements shall be accompanied by written vouchers adequately justifying the expenses incurred by the ASEAN Secretariat in regard of meetings and workshops, publications and editing, software updates and travel. These reports and statements may be subject to audit by WHO, which provides administration in support of UNAIDS, including examination of supporting documentation and relevant account entries in the books of the ASEAN Secretariat. Any unused funds shall be returned to UNAIDS upon expiration or earlier termination of this agreement unless otherwise agreed in writing.

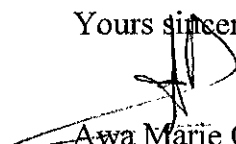
It is understood that the implementation of this Agreement does not create any employer/employee relationship between UNAIDS and the ASEAN Secretariat or persons used by the ASEAN Secretariat in undertaking the activities funded under this Agreement. Consequently, UNAIDS will not be responsible for any loss, accident, damage or injury suffered by the ASEAN Secretariat or any person, claiming under the ASEAN Secretariat, as a result of the implementation of this Agreement or in any manner whatsoever, including travel.

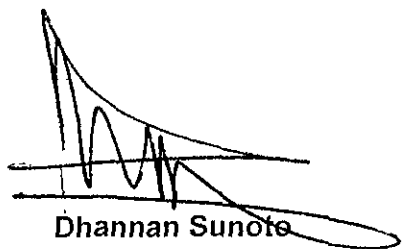
Any dispute relating to the interpretation or execution of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final.

If you are in agreement with the foregoing, could you please arrange for both originals of the Agreement to be signed and dated by the responsible administrative officer of your organization and return one signed original to us, indicating the bank account, name and address where payment should be made.

In the meantime, we look forward to a fruitful collaboration with you.

Yours sincerely,


Awa Marie Coll-Seck
Director, Department of
Policy, Strategy and Research


Dhannan Sunoto

Signature:

Director, Bureau for Programme Coordination
and External Relations (BPCER)

Date: 14 May 2001

ANNEX I

Terms of Reference –ASEAN Secretariat/UNAIDS Programme to Strengthen ASEAN Capacity to Programme for Regional Activities for HIV/AIDS

Overall Objective:

To fund activities to assist the ASEAN Secretariat and the ASEAN Task Force on AIDS in programming regional activities on HIV/AIDS.

Scope of Activities:

1. Preparations for the ASEAN Summit Special Session on HIV/AIDS in November 2001, include
 - a) 10 country papers resulting from in-country consultations
 - b) support and provision of report on process and outcomes of a 3-day inter-country consultation attended by approximately 60 participants;
 - c) provision of technical assistance to develop and finalize the 2nd ASEAN Regional Work Programme on HIV/AIDS; and
 - d) the draft Declaration for the ASEAN Heads of Government Summit on HIV/AIDS.
2. Provision of short-term technical assistance for preparation of Best Practice case studies among ASEAN member countries, in the area of home and community care.
3. Joint efforts in establishing a co-operation frame work and plan for follow up to the ASEAN Summit Declaration on HIV/AIDS.
4. Preparation and organization in close collaboration with UNAIDS of a Satellite meeting on Best Practice in the ASEAN member countries at the 6th International Conference on AIDS in the Asia and the Pacific in Melbourne, October 2001.

UNAIDS Contribution and Responsibilities

UNAIDS will contribute \$105,000 and provide technical assistance as appropriate.

ASEAN Secretariat Contribution and Responsibilities

ASEAN Secretariat's contribution in kind and responsibilities in terms of co-ordination, execution and reporting.

Cost Estimates

UNAIDS Contributions (see budget attached).

Terms of Payment

UNAIDS refers to the Letter of Agreement.

Intellectual Property Rights Issues

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Budget Estimate

For the Scope of Activities to Strengthen ASEAN Capacity to Programme for Regional Activities on HIV/AIDS

1) Consultant and Expert Group meetingUS\$ 45,000
2) The ASEAN Task Force Meeting on AIDS and technical support to countriesUS \$ 25,000
3) Preparation and organization of the Satellite meeting on Best Practice in the ASEAN member countries at the 6 th International Conference on AIDS in the Asia and the Pacific in Melbourne, October 2001 US\$ 35,000
Total amount of estimated budgetUS\$ 105,000