

AMENDMENT OF THE
CONTRIBUTION AGREEMENT CONCERNING THE
GLOBAL WATER, SANITATION AND HYGIENE (WASH) PROGRAMME
BETWEEN THE GOVERNMENT OF AUSTRALIA REPRESENTED BY THE
AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT (AusAID)
AND
THE UNITED NATIONS CHILDREN'S FUND (UNICEF)

AUSAID AGREEMENT NUMBER: 51375

1. On 17 June 2009, the Government of Australia, represented by AusAID and UNICEF ("the Parties") entered into Agreement No: 51375 ("the Agreement").
2. The Parties have now agreed to amendment of the Agreement as set out below:

Paragraph 1, The Contribution	Delete existing Paragraph 1 and replace with: “1. AusAID hereby agrees to provide UNICEF with a contribution, in the amount of AUD8 million (the “Contribution”) over five years in order to implement the program.”
Paragraph 2, The Programme	Delete existing Paragraph 2 and replace with: “2. The Programme is UNICEF Water, Sanitation and Hygiene Program 2006-2015. Its overall objectives are to contribute to the realization of children’s rights to survival and development through promotion of the sector and support to national programmes that increase equitable and sustainable access to, and use of, safe water and basic sanitation services, and promote improved hygiene. The measurable targets are to halve, by 2015, the proportion of people without sustainable access to safe drinking water and basic sanitation (MDG Target 7C) and to ensure that all schools have adequate child-friendly water and sanitation facilities, and hygiene education programmes. Australia’s contribution will be directed towards the following: WASH components of UNICEF regional and country programmes (AUD7.5 million) and UNICEF Headquarters Thematic WASH Programme Support (AUD0.5 million).”
Paragraph 7, Financial Matters	Delete existing Paragraph 7 and replace with: “7. The expected tranches are in the table below but AusAID may, with agreement from UNICEF alter tranche amounts without affecting the total amount of the contribution (AUD8 million). The first tranche of the Contribution, in the amount of at least AUD1.855 million dollars, will be transferred to UNICEF upon signing of this Agreement.

2008-09 (AUD million)	2009-10 (AUD\$ million)	2010-11 (AUD million)	TOTAL (AUD million)
1.855	2.783	3.362	8.0

Paragraph 17, Other Provisions	Delete existing Paragraph 17 and replace with: "17. UNICEF will give AusAID prior notice in writing if it proposes to make any significant changes to the Programme. If AusAID believes such proposed changes would significantly impair the development value of the Programme, AusAID and UNICEF will consult on measures to address AusAID's concerns. In the event such changes are implemented without AusAID's agreement, AusAID reserves the right to modify or terminate its financial contribution to the Programme, subject to the settlement from AusAID funds of all those of the Programme's outstanding obligations which have been necessarily and reasonably incurred by UNICEF and which are properly chargeable to AusAID; always provided that the total amount paid by AusAID will not exceed AUD8 million dollars."
Paragraph 23, Other Provisions	Delete existing Paragraph 23 and replace with: "23. This agreement shall be deemed to have commenced on 17 June 2009 and will terminate on 30 June 2013."

3. The amendment described above will take effect when this document is signed by the Parties.
4. All other Paragraphs, attachments and amendments to the Agreement remain unchanged and are in full force.

Accepted on behalf of UNICEF

Accepted on behalf of the Government of
Australia by AusAID

Name: Fernando Gutierrez Edt

Name: KIRSTY McNICHOE

Signature: 

Signature: 

Title: Senior Advisor - Governance Relations

Title: Acting Assistant Director
General

Date: June 8, 2011

Date: 9 June 2011