

FIRST AMENDMENT TO THE COFINANCING AGREEMENT

BETWEEN

NORDIC DEVELOPMENT FUND
AND
ASIAN DEVELOPMENT BANK

WITH RESPECT TO
TECHNICAL ASSISTANCE ON

THE CORE ENVIRONMENT PROGRAM AND BIODIVERSITY CONSERVATION CORRIDORS INITIATIVE IN THE GREATER MEKONG SUBREGION – PHASE II

This First Amendment to the Cofinancing Agreement (“First Amendment”) refers to the Cofinancing Agreement (the “Agreement”) between the Nordic Development Fund (“NDF”) and the Asian Development Bank (the “ADB”) signed 3 May 2013, with respect to the EUR4,000,000 (US\$5,300,000 equivalent) untied grant contribution (the “Grant”) to support the Regional Capacity Development Technical Assistance 7987: Core Environment Program and Biodiversity Conservation Corridors Initiative in the Greater Mekong Subregion – Phase II (the “TA”).

NDF, together with the Government of Sweden and the Government of Finland, have as financiers of the TA (the “Donors”) requested certain amendments relating to the audits of the TA. ADB has agreed to such amendments and to enter into amendment agreements regarding the content of and cost sharing for these audit requirements with all Donors.

Following the above, NDF and ADB have agreed to amend the Agreement as follows:

1. Paragraph 12 (iii) of the Agreement shall be replaced with:

“Audit Reports:

- (iii) ADB shall provide NDF with the following audit/review to be conducted by the ADB’s external auditors:
 - a) annual external audits of the full financial statement of the TA as of 31 December of each year starting with Fiscal Year 2014 (statement format is shown in Attachment 1). The audit costs will be pro-rated based on the amount of commitments of the Donors who requested for this audit. NDF’s share of the audit costs shall be charged against the Grant Account. NDF should provide additional funds in the Grant Account to cover their share of the audit costs should there not be sufficient funds left after settlement of all project expenditures and ADB administration cost.
 - b) annual agreed-upon-procedures review as of 31 December of each year starting with Fiscal Year 2014. NDF (and the other Donors who requested for this review) and ADB shall agree on the most appropriate scope and terms of reference of such review. The costs of this review will be pro-rated based on the amount of commitments of the Donors who requested for this review. NDF’s share of the agreed-upon-procedures review costs shall be charged against the Grant account. NDF should provide additional funds in the Grant Account to cover their share of the review costs should there not be sufficient funds left after settlement of all project expenditures and ADB administration cost.

- c) should NDF require an external audit of the terminal financial statements specifically in relation to the Grant, NDF should upon completion of the TA request ADB for such an external audit in writing. The cost of this audit shall be charged against the Grant Account. NDF should provide additional funds in the Grant Account to cover the cost of this audit should there not be sufficient funds left after settlement of all project expenditures and ADB administration cost.
- d) If a management letter has been issued by the ADB's external auditor in relation to the external audits specified in paragraph 12 (iii) a) and c) above, ADB will provide NDF the external auditor's management letter and ADB management's response. In the event that a management letter has not been issued, ADB's Auditor General will issue a letter to all concerned Donors including NDF [in relation to the audit mentioned in paragraph 12 (iii) a) above] and to NDF [in relation to the audit mentioned in paragraph 12 (iii) c) above] certifying that the external auditor has not communicated any material findings to ADB in relation to the audit of the financial statements."

2. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning set forth in the Agreement.


3. Except as provided in this First Amendment, the Agreement shall remain unchanged and in full force and effect in accordance with its terms.

This First Amendment shall take effect as of the date of the last signature by the parties to this Agreement.

Agreed and signed in duplicate:

FOR NORDIC DEVELOPMENT FUND

FOR ASIAN DEVELOPMENT BANK



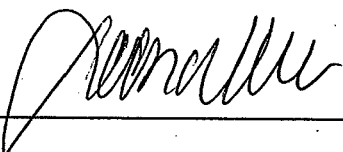


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Name: Rune Stroem
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Date: 23 June 2015

Date: 15 June 2015



Name: Leena Klossner
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