**Amendment No. 1**

**to the Technical Cooperation Agreement No. 2014/0947 entered into by and between**

**the Universal Postal Union**

**and Ceská Posta, s.p.**

**on 9 October 2014**

(Hereinafter the “Amendment No.1”)

Between

The **UNIVERSAL POSTAL UNION**, a specialized agency of the United Nations represented by the Director General of its International Bureau, having its headquarters at Weltpoststrasse 4, 3000 Berne 15, Switzerland (hereinafter the “UPU”);

and

**Česká pošta, s.p., the designated operator of the Czech Republic,** having its headquarters at Politickych veznu 909/4, PRAHA 1, Czech Republic (hereinafter “Česká pošta”);

The UPU and Česká pošta may also be referred to individually as “Party”, or collectively as “Parties”.

**PREAMBLE**

**WHEREAS** the Parties signed on 9 October 2014 a Technical Cooperation Agreement (hereinafter the “Agreement”) for the development and implementation, in Czech Republic, of the RFID-based quality of service measurement system called Global Monitoring System (GMS);

**WHEREAS,** in accordance with clause 14.2 of the Agreement, the Parties wish to modify the Agreement in order to extend its duration until 31 December 2017.

In accordance with these considerations, the Parties hereby mutually agree to this Amendment No. 1 as follows:

**1. OBJECT AND SCOPE**

1.1. The scope of this Amendment no. 1 is to amend the Agreement in order to extend its duration until 31 December 2017 (i.e., one additional year from the term originally defined in clause 11.1 of the Agreement).

1.2. Therefore, the Parties hereby agree to modify and replace clause 11.1 of the Agreement with the following text (in italics):

“*11. ENTRY INTO FORCE, TERMINATION AND EFFECTS OF TERMINATION*

*11.1 This Agreement enters into force from the last date of its signature by the Parties and remains in effect until the fulfillment of the objectives and outcomes defined and agreed upon by the Parties under this Agreement, not exceeding 31 December 2017, whichever comes earlier.”*

1.3 The Parties also agree to add a clause 2.5 to the Agreement as per the following text (in italics):

*“2.5 The cost elements and the total yearly cost estimate for the Project are described in Annex 2 to this Agreement. In this regard and unless otherwise authorized in writing by Ceská Posta, s.p., the maximum total amount of the Project to be financed by Ceská Posta shall not exceed USD 70,350 (seventy thousand, three hundred fifty US Dollars) for 2017.”*

1.4 Finally, the Parties agree to modify Annex 2 of the Agreement and to add the table of the attached Appendix 1.

**2. TERM**

This Amendment No. 1 shall enter into force from its last date of signature by the Parties hereto with effect to 1 January 2017 and remain in effect for the duration specified under clause 11.1 of the Agreement as amended.

**3. FINAL PROVISIONS**

All terms and conditions of the Agreement which are not expressly modified, supplemented or deleted by this Amendment No. 1 shall remain in force and apply to all matters contained herein.

**In witness whereof**, the duly authorized representatives of the Parties have concluded the present Amendment No. 1 in two originals in the English language and appended their signatures thereto.

For the UPU For Česká pošta, s.p.,

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Bishar A. HUSSEIN Ing. Vít Bukvic

Director General of the International Chief Executive – Postal Operations and Logistic

Bureau of the UPU Česká pošta, s.p.

Place and date: Place and date:

in Berne 30. 12. 2016 in Prague 28. 12. 2016