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Resilient nations.

The Hashemite Kingdom of Jordan
The Hashemite Fund for the Restoration of Al-
Aqsa Mosque and the Dome Of The Rock
& The Administration of Jerusalem's Awqaf
and Al-Aqsa Mosque Affairs / The Ministry of
Awqaf and Islamic Affairs

United Nations Development Programme
Programme of Assistance to the Palestinian
People

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The United Nations Development Programme
(The First Party)
AND
The Hashemite Fund for the Restoration of Al-Aqsa Mosque and the Dome of the Rock
And
The Administration of Jerusalem's Awqaf and Al-Aqsa Mosque Affairs – Jerusalem
(The Second Party)**

This English version (seven pages) of Memorandum of Understanding (“MOU”) is composed and entered into by the United Nations Development Programme (**hereinafter “UNDP”**), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States and The Hashemite Fund for the Restoration of the Blessed Al-Aqsa Mosque and the Noble Dome of the Rock (**hereinafter “Fund”**), and the Administration of Jerusalem's Awqaf and Islamic Affairs, a central entity in the Ministry of Awqaf and Islamic Affairs- Government of the Hashemite Kingdom of Jordan (**hereinafter “Awqaf”**).

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law. **WHEREAS**, UNDP represented by the Programme of Assistance to the Palestinian People (PAPP) is interested in enhancing its development activities in improving economic growth and secure social equity and cohesion through a sustainable urban revitalization of the commercial areas of East Jerusalem.

WHEREAS, the Fund has a legal representation with a financial and management independence in the Hashemite Kingdom of Jordan, aims to preserve, safeguard and revitalize the Islamic Awqaf properties to ensure their sustainability, maintain them and emphasize the sanctity of these properties to the Muslims in general and, in particular, to the Hashemites.



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Article I Purpose

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, in areas of common interest which solely relates to the implementation of the Programme: **"ATLAS 00094044 Productivity and Urban Renewal in East Jerusalem – PURE"** funded by the European Union and the Islamic Development Bank.

Article II Areas of Cooperation

In line with the Programme objectives, the Parties agree to cooperate in the following areas of activity:

1. Provision of detailed site evaluation for the Awqaf buildings in Sultan Suleiman and Salah Eddin Streets (**hereinafter "Site"**), in addition to preparation of preliminary project development including research and town planning;
2. Implementation of rehabilitation, revitalization and beautification works for the buildings (shops and offices) in the Site;
3. Provision of economic support and legal assistance to the selected businesses in the Site; and
4. Performing awareness campaign, marketing and visibility plan.

The parties set the following intended results for achieving the Programme strategic goals:

1. Comprehensive technical studies (including town planning) for the Site produced;
Structural support for Awqaf properties in the Site delivered;



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2. Arab Chamber of Commerce and Industry in Jerusalem empowered and local business in the Site strengthened and local private investment fostered;
3. Commercial area in the Site safeguarded, rehabilitated and developed; and
4. Tourist, economic and commercial potential opportunities in East Jerusalem enhanced.

Article III Consultation and Exchange of Information

1. The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration for achieving the intended objectives.
2. The Parties agreed to ensure consultation and exchange of information under this MoU, without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.
3. The Parties shall convene regular meetings to review the progress of activities being carried out under the present MOU and to plan future activities, with minimum one meeting each three months or as deemed appropriate.
4. The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.



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Article IV Implementation of the MOU

1. In order to implement the specific activities envisioned hereunder, the UNDP shall conclude contribution agreements with the two abovementioned donors in accordance with the applicable UNDP regulations, rules and procedures, which shall specify the costs or expenses related to the activities.
2. It is understood that all activities will be carried out on the basis of project documents agreed between UNDP, the Fund, AWQAF and the donors, and in accordance with the applicable UNDP regulations, rules and directives.
3. Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU.
4. Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.
5. Each party shall facilitate the implementation of the activities, including the facilitation to access the existing surveys, related documents of the project Site and buildings.

Article V Visibility

The parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each party.



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Article VI **Term, Termination, Amendment**

1. The proposed cooperation under this MOU shall have an initial term of three years from the Effective Date, unless terminated earlier by either party upon two months notice in writing to the other party. The Parties may agree to extend this MOU in writing for subsequent periods of 2 years.
2. In the event of termination of the MOU, any project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU and project documents are brought to a prompt and orderly conclusion.
3. This MOU may be amended only by mutual written agreement of the Parties.

Article VII **Miscellaneous**

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

Article VIII **Entry into Force**

This MOU shall be signed by both parties on two original copies on **Saturday 25 April 2015**, each party duly received an original copy of this MoU.



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Article IX Languages

UNDP provided this official English version (seven pages) of the Arabic MoU (five pages), and will hand copies to the Fund and Awqaf.

Article X Annexes

The attachments are detailed layouts of the buildings and Awqaf properties that will be targeted under this MoU, where all the required costs of the interventions will be covered by UNDP, therefore, UNDP should keep the Fund and Awqaf informed of all related costs that will be disbursed on the project.

Article XI Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP: Mr. Frode Muring
Special Representative of the Administrator
UNDP/PAPP
Fax. 02/6268222

For Fund: Dr. Wasfi Al Kellani
Executive Manager
The Royal Hashemite Court
Tel: 00962-6-4637341
Fax: 00962-6-4636836
Email: wkailani@rhc.jo
Amman- The Hashemite Kingdom of Jordan



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For Awqaf: Sheikh Azzam Al Khatib
Tel: 00972-2-6281222
Fax: 00972-2-6285561
P.Box: 19004
Jerusalem

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR UNDP:

FOR AWQAF:

**FOR THE
HASHEMITE FUND**

Frode Mauring

Sheikh Mohamad Azzam
Al Khatib Al Tamimi

Dr. Wasfi Al kailani

Special Representative of the
Administrator
UNDP/PAPP

Director General
Awqaf

Executive Manager
The Hashemite Fund

Date: 25th, April 2015

Date: 25th, April 2015

Date: 25th, April 2015

