

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
AL QUDS UNIVERSITY
TO CARRY OUT ACTIVITIES
WHEN UNDP PROVIDES SUPPORT SERVICES TO THE
PAL10-86777: SAFEGUARDING OF CULTURAL HERITAGE IN THE OLD CITY OF JERUSALEM WORLD
HERITAGE SITE
WHEN UNDP SERVES AS EXECUTING ENTITY**

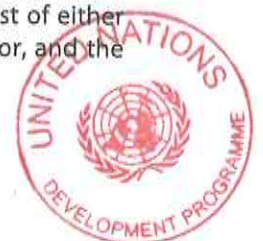
Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in the occupied Palestinian territory and officials of Al Quds University with respect to the realization of activities by Al Quds University in the execution of the UNDP support services to the project "**PAL10-86777-Safeguarding of Cultural heritage in the Old City of Jerusalem World Heritage Site**", as specified in Attachment 1: Project Document, to which UNDP has been selected as a executing entity.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by Al Quds University towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between Al Quds University and UNDP on all aspects of the Activities.
3. Al Quds University shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of Al Quds University shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of Al Quds University or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by Al Quds University, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with Al Quds University, shall work under the supervision of the designated official of Al Quds University. These subcontractors shall remain accountable to Al Quds University for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to Al Quds University, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. Al Quds University shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. Al Quds University shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when Al Quds University is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide Al Quds University with any funds or to make any reimbursement for expenses incurred by Al Quds University in excess of the total budget as set forth in Attachment 3.
8. Al Quds University shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to UNDP through the UNDP Country Director or UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will



include the financial report by Al Quds University in the financial report for **PAL10-86777-Safeguarding of Cultural heritage in the Old City of Jerusalem World Heritage Site**.

9. Al Quds University shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.
10. Al Quds University shall furnish a final report within 6 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by Al Quds University and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.
11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and Al Quds University.
12. Any changes to the Project Document which would affect the work being performed by Al Quds University in accordance with Attachment 2 shall be recommended only after consultation between the parties.
13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the Al Quds University and UNDP.
14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of Al Quds University Activities according to Attachment 2, or until terminated in writing (with 30 days' notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by Al Quds University unless it receives written indication to the contrary from UNDP.
15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.
16. Any amendment to this Letter shall be effected by mutual agreement, in writing,
17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to
Mr. Frode Mauring
Special Representative of the Administrator
UNDP/PAPP
Jerusalem
Fax: 02-6268222
18. Al Quds University shall keep the UNDP Special Representative fully informed of all actions undertaken by them in carrying out this Letter.
19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.
20. Any dispute between the UNDP and Al Quds University arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the



two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

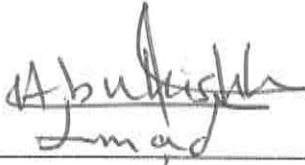
21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for your Al Quds University participation in the execution of the project.

Yours sincerely,
Signed on behalf of UNDP



Frode Muring
Special Representative of the Administrator
UNDP/PAPP

02 July 2013



Signed on behalf of Al Quds University
Dr. Sari Nusseibeh
President of Al Quds University
Jerusalem
02 July 2013



Attachment 1

EU-UNDP Project Summary

Title of the action:	Safeguarding of Cultural Heritage in the OldCity of Jerusalem World Heritage Site
Location(s) of the action: - <i>specify country(ies), region(s) that will benefit from the action</i>	OldCity of Jerusalem, Jerusalem, Occupied Palestinian Territory
Objectives of the action	<p>Overall objective is: To contribute to the development and protection of Palestinian Cultural Heritage in the Old City of Jerusalem</p> <p>Specific objectives of this project are:</p> <ol style="list-style-type: none"> 1. To contribute towards conservation and restoration of cultural heritage sites in the Old City of Jerusalem; 2. To contribute towards raising awareness of the local community on the importance of the cultural heritage sites in the Old City of Jerusalem by providing them with restored public spaces. and supporting the access to their use; 3. To enhance local capacities in conservation, rehabilitation and management of historic buildings and sites, as well as providing job opportunities for the short and medium term to young professionals (restoration, tourism and cultural management); 4. To improve the liveability, hygiene standards and environmental conditions in the OldCity through the rehabilitation of some public spaces; 5. To contribute towards improving socio-economic conditions of the inhabitants of the OldCity by providing tourist services as well as enhancing the quality of housing buildings.
Target group(s)	Palestinians living in the Old City of Jerusalem, and the local population at large.
Final beneficiaries	Palestinian community at large
Estimated results	<ol style="list-style-type: none"> 1. Comprehensive technical studies for selected sites produced; 2. Cultural heritage sites in the OldCity restored and used by the local community; 3. Cultural heritage sites better-preserved and managed by the local community; 4. Enhanced tourist, economic and commercial potential opportunities of the OldCity.
Main activities	<ol style="list-style-type: none"> 1. Rehabilitation of the Madrasa al-Kilaniyya and relative housing units; 2. Rehabilitation of the Hammam al Ayn and Hammam al Shifa; 3. Business management plan and training in situ for maintenance and management of the revitalized sites



Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: PAL10-86777

Project title: **Safeguarding of Cultural heritage in the Old City of Jerusalem World Heritage Site**

Results to be achieved by Al Quds University

Al-Quds University will be also responsible thereafter for the following:

- To facilitate and coordinate communication and interaction with other local and governmental institutions (Jerusalem Municipality, Antiquity Authority, Islamic Waqf) pertaining the implementation of the project
- To provide access to necessary data and needed information for carrying out the project activities
- To provide access to the two "Hammams" and provide water supply and electricity at its own expense
- To conduct the as-built acceptance, together with the Donor, upon the completion of the project.
- To implement the activities included below

Work to be performed by Al Quds University

In line with the attachment 1, Al Quds University should implement the following activities:

1. Conduct the historical research on the Hammam Al Ayn, Hammam Shifa and Madrasa Al Kilaniyya
2. Organize two technical seminars to present the revitalization design projects (preliminary and final) for the Hammams and the Madrasa Al Kilaniyya, in collaboration with UNDP/PAPP's consultant and staff.
3. Organize four visibility actions: one in relation to the presentation of the restoration works; the second and third ones – as on open days – during the implementation of the rehabilitation activities; the fourth one as inauguration of the Hammam and the Madrasa. The visibility actions should target all the stakeholders including specifically the students of the Al Quds University (AQU) and Jerusalem Directorate of Education (JDoE);
4. Develop a business management plan and related training activities for the operational stage of the two revitalized Hammams: to ensure the full sustainability of the project and to equip local professionals with the needed knowledge and expertise to take part in future interventions as well as maintenance of the current ones, therefore strengthening the ownership and reinforcing the sense of community.



Description of inputs:

UNDP will transfer funds from the project budget to Al Quds University as follows:

Activities	Delivery deadline	Budget in USD
Comprehensive historic study/research	30 June 2014	15,600
Two technical seminars to present the revitalization design projects (Preliminary and Final Phases)	30 November 2013 and 31 January 2014	39,000
Four visibility actions	31 October 2013, 30 June 2014, 30 November 2014 and 31 May 2015	52,000
Business management plan and Training	30 April 2014	117,000
TOTAL		



Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2013

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount in USD	Q1	Q2	Q3	Q4
Palestinian Cultural Heritage in the Old City of Jerusalem developed and protected	Comprehensive historic study/research			x	x	CD					
	2 technical seminars to present the revitalization design projects (Preliminary and Final Phases)			x	x	CD	19,500			x	x
	4 visibility actions			x	x	CD	26,000			x	x
	Business management plan and Training			x	x	CD					
						Total	45,500				

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- Adjustments within each of the sections may be made in consultation between UNDP and *Al Quds University*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.
- An advanced payment equal to 20% of the total budget will be transferred to the Al Quds University within 3 months from the signature of this LoA.



Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2014

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount	Q1	Q2	Q3	Q4
Palestinian Cultural Heritage in the Old City of Jerusalem developed and protected	Comprehensive historic study/research	x	x			CD	15,600		x		
	2 technical seminars to present the revitalization design projects (Preliminary and Final Phases)	x	x	x	x	CD	-				x
	4 visibility actions	x	x	x	x	CD	13,000		x		x
	Business management plan and Training	x	x			CD	104,780		x		
						Total	133,380				

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- Adjustments within each of the sections may be made in consultation between UNDP and *Al Quds University*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.



Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2015

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount	Q1	Q2	Q3	Q4
Palestinian Cultural Heritage in the Old City of Jerusalem developed and protected	Comprehensive historic study/research					CD	-				
	2 technical seminars to present the revitalization design projects (Preliminary and Final Phases)					CD	19,500				
	4 visibility actions	x	x			CD	13,000		x		
	Business management plan and Training					CD	12,220				
						Total	44,720				

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- Adjustments within each of the sections may be made in consultation between UNDP and *Al Quds University*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.



Attachment 4

MODEL UNDP EXPENDITURE REPORT

Period 2013-2015

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget		Payments and Expenditures		
		Budget Description	Amount in USD	Payments received Euro	Expenditures Euro	Balance Euro
Palestinian Cultural Heritage in the Old City of Jerusalem developed and protected	Comprehensive historic study/research	CD	15,600			
	2 technical seminars to present the revitalization design projects (Preliminary and Final Phases)	CD	39,000			
	4 visibility actions	CD	52,000			
	Business management plan and Training	CD	117,000			
		Total	223600			





Tracking Sheet

PROJECT ATLAS NAME: EU PROJECT – OLD CITY - JERUSALEM

PROPOSAL #: AWARD #:74323 PROJECT #:86777 DONOR (NAME): EU

AGREEMENTS CONTRACTS LETTERS/MEMO'S AWP PROJECT DOC. OTHERS:

SUBJECT: PCA between Al Quds University and UNDP/PAPP

TITLE	NAME	DATE IN	ACTION	DATE OUT	SIGNATURE
PROJECT MANAGER	A. MRAKIC	25.06.13	DRAFTED	25.06.13	
ENGINEERING ANALYST	M. DAWABSHEH	25.06.13	DRAFTED	25.06.13	
TEAM LEADER	W. HASNA	25.06.13	APPROVED	25.06.13	
PROGRAMME SUPPORT (INCLUDING PA/TRAVEL/ ENGINEERING/PROCUREMENT / HR/ FINANCE/OPERATIONS)	/				
COMMUNICATIONS	/				
SECURITY	/				
PROGRAMME MANAGEMENT SUPPORT UNIT (PMSU)	A. ALHAMMAL <i>Fubaci & Ghaf</i>	26.06.13 1/7/2013	cleared.	25.06.13 2/7/2013	*
DSR (O)	/				
DSR	/				
SR	F. MAURING		signed	2/7/13	

Comments:

Excl Clearances By PMSU! THE PCA
 WILL BE SIGNED ON JULY 2ND.

Should be COA !! * to be signed in the ceremony
 today)