



CONTRIBUTION AGREEMENT  
BETWEEN  
THE STATE OF QATAR THROUGH THE MINISTRY OF FOREIGN AFFAIRS, GAZA  
RECONSTRUCTION COMMITTEE (THE DONOR)  
AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)



UNDP



THIS CONTRIBUTION AGREEMENT (the "Agreement") is made in [Gaza] on [ 28/02/2019].

**BETWEEN:**

- (1) The State of Qatar through Ministry of Foreign Affairs, Gaza Reconstruction Committee (QGRC), represented herein by H. E. Mohammed Al-Emadi in his capacity as Chairman of Gaza Reconstruction Committee and authorized signatory, hereinafter referred to as "the Donor")
- (2) The UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP), represented herein by Mr. Roberto Valent in his capacity as Special Representative of the Administrator UNDP/PAPP and authorized signatory, (hereinafter referred to as "UNDP")

In this Agreement, The First and Second Parties may also be referred to individually as a Party, and collectively as the Parties.

**RECITALS**

WHEREAS the State of Qatar through the Ministry of Foreign Affairs, Gaza Reconstruction Committee (the "Donor") wishes to contribute funds to UNDP with an amount of US\$ 7 million (hereinafter referred to as "the Contribution") for the implementation of [Economic Stimulus and Support to Vulnerable Households in Gaza through Cash for Work] (hereinafter referred to as "the Project"), as described in the Project document [Project no: PAL10-116171, Economic Stimulus and Support to Vulnerable Households in Gaza through Cash for Work ], in [the State of Palestine], and submitted to the Donor for information. Add the Donor's reference, if any.

WHEREAS the United Nations Development Programme ("UNDP") is prepared to receive and administer the Contribution for the implementation of the [ Project],

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the [Project] (hereinafter referred to as the "Implementing Partner"),

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

**Article I. The Contribution**

1. (a) The Donor shall in accordance with the schedule of payments set out below, contribute to UNDP the amount of (7,000,000 USD). The Contribution shall be deposited in the following bank account.

Bank Name:	Citibank, N.A.
Bank Address:	111 Wall Street, New York, NY 10043
Account Title:	UNDP Contributions Account
Account Holder:	United Nations Development Programme (UNDP)



  
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Account Holder's Address:	New York, NY, Postal Code: 10017, USA
Account Number:	36349562
Swift Code:	CITIUS33
ABA/ACH Routing Number:	021000089

2. Schedule of payments

The Donor shall transfer the first instalment of US\$1,300,000 upon signature of this Contribution Agreement. The Donor shall transfer the remaining US\$ 5,700,000 in monthly instalments. These monthly instalments will replenish the instalment balance that has been drawn down based on expected expenditures incurred during the preceding month, as reported by UNDP/PAPP. UNDP/PAPP shall receive the monthly instalment from the donor within seven working days of submission by UNDP of the monthly draw-down report to the Donor.

(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org), providing the following information: donor's name, UNDP country office, [Project no. and title], donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of [Project] delivery.

UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.

All financial accounts and statements shall be expressed in United States dollars.

**Article II. Utilization of the Contribution**

1. The implementation of the responsibilities of UNDP and of the Implementing Partner pursuant to this Agreement and the Project document shall be dependent on receipt by UNDP of the Contribution in accordance with the schedule of payment as set out in Article I, paragraph 2, above. UNDP shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution.

2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchanges or unforeseen contingencies), UNDP shall submit to the Donor on timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavors to make available to UNDP the additional funds required. However, the Parties acknowledge and agree that the Donor shall have no obligation to provide any additional financing. If this additional financing is not available, UNDP shall have the faculty to reduce, modify, suspend and/or terminate the activities in the Project in consultation with the Donor.

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### Article III. Administration and reporting

1. [Project] management and expenditures shall be governed by the regulations, rules policies and procedures of UNDP and, where applicable, the regulations, rules, policies and procedures of the Implementing Partner.
  2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures: (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing [Project] activities and impact of activities as well as provisional financial data; (b) From UNDP Bureau for Management Services/Offices of Financial Resources Management, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year; (c) From UNDP Bureau for Management Services/Offices of Financial Resources Management, on completion of the [Project], a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.
1. UNDP will provide more frequent technical reporting at the expense of the Donor. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

### Article IV. General Management Support services

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee per UNDP cost recovery policy at the moment of the implementation of the Project. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the [Project] budget against a relevant budget line and borne by the [Project] accordingly.
2. The aggregate of the amounts budgeted for the [Project], together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the [Project] under this Agreement as well as funds which may be available to the [Project] for [Project] costs and for support costs under other sources of financing.

### Article V. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of [the State of Palestine] in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.



  
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#### Article VI. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the Financial Regulations and Rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor by the country office.

#### Article VII. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the [Project] have been completed in accordance with the Project document.
2. Notwithstanding the completion of the [Project], UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the [Project] have been met and [Project] activities brought to an orderly conclusion.
3. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

#### Article VIII. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the programme country Government, and provided that the funds from the Contribution already received are, together with other funds available to the [Programme/Project], sufficient to meet all commitments and liabilities incurred in the implementation of the [Programme/Project]. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.
2. Notwithstanding termination of all or part of this Contribution Agreement, UNDP shall continue to hold unutilized funds and receive necessary funds from the Donor until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project activities brought to an orderly conclusion. In the event that unutilized funds held by UNDP are insufficient to meet all commitments and liabilities contracted by UNDP upon notice of termination, the Donor shall disburse to UNDP within Seven working days a final instalment to satisfy all outstanding commitments and liabilities as reported by UNDP.
3. In cases where this Agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. UNDP shall refund to the donor any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied.

#### Article IX.A. Fraud and Anti-Corruption Measures



  
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The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

#### Article IX.B.

##### Visibility

The Parties agree on the following visibility measures for any future contribution/Project:

- If used, all social media, written Publication and Videos that is related to the project must display the **Ministry of Foreign Affairs, Gaza Reconstruction Committee** logo at the top right of the designs/documents.
- UNDP will clearly place QGRC logo in all read, audio, video advertisements and, subject to security considerations, on the Project signs on the field.
- Posts and information related to the Project on UNDP website must figure the Donor/State of Qatar role supporting UNDP activities and focus on the Donor/State of Qatar contribution for the Project as a donor in the donor list.
- UNDP Annual report must focus on Donor/State of Qatar/QGRC role as a donor and supporter to UNDP activities. In addition to that, UNDP annual report must include the State of Qatar in the donor list ranking.
- Any prepared press release, post, photo and/or video involving the contribution of the State of Qatar in the Project must be shared with the Donor/State of Qatar and obtain written approval from the Donor/State of Qatar upon it.
- The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with posts, photos and/or videos without the express prior written approval of UNDP in each case.
- UNDP shall not use the Donor/State of Qatar/QGRC logo in connection with press releases, posts, photos and/or videos without the express prior written approval of the Donor/State of Qatar/QGRC in each case.

#### Article XI. Anti-Terrorism Measures

1. Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

#### Article XII: Notice

Any notice or correspondence between UNDP and the Donor will be addressed as follows:



  
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(a) To the Donor:

Address: Gaza Strip, Gaza

Tel: (970 8)2859995

Fax:

Email: aboraey@q-qrc-ps

For the Attention of: Ayman Al Boraey; Coordination and Procurement Supply Manager

(b) Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP

Donor email address: aboraey@q-qrc-ps

Attention: Ayman Al Boraey

(c) To UNDP: Name, Position

Address: United Nations Development Programme

3 Yakubi; St., Jerusalem, 9591101, P.O.Box 51359

Tel: (972 2) 6268200

Fax: (972 2) 6268222

Email: roberto.valent@undp.org

For the Attention of: Mr. Geoffrey Prewitt, Deputy Special Representative of the Administrator

### Section XIII. Settlement of Disputes

1. Amicable settlement. The Participants will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Standard Administrative Arrangement or the breach, termination or invalidity thereof. Where the Participants wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Participants.
2. Arbitration. Any dispute, controversy or claim between the Participants arising out of this Standard Administrative Arrangement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Participant of the other Participant's written request for such amicable settlement, will be referred by either Participant to arbitration before a single arbitrator in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal will have no authority to award punitive damages. The Participants will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### Article XIV. Amendment of the Agreement

This Agreement may be amended through an exchange of letters between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of this Agreement.



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#### Article XV. Entry Into Force

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Donor:

H.E. Mohammed Al-Emadi  
Chairman, Gaza Reconstruction Committee  
(28 Feb 2019)



For the United Nations Development Programme:

Roberto Valent  
Special Representative of the Administrator UNDP/PAPP  
(28 Feb 2019)



ANNEX 1: Project Summary

ANNEX 2: Beneficiary Selection Criteria

ANNEX 3: Steering Committee

QGRRC



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# ANNEX 1: Project Summary

Annex 1 - Project Summary						
SECTOR	Project Target		UNRWA		UNDP	
	Percentage	Target Labor	Approx. number (#)	Approx. budget (\$)	Approx. number (#)	Approx. budget (\$)
<b>Education</b>	30%	2971	2,261	4,181,520	710	1,184,760
In coordination with UNRWA, UNDP and other relevant stakeholders, key areas include:						
<ul style="list-style-type: none"> <li>Teachers and teacher assistants with different specializations helping weak students, librarians in learning resource centres assisting in reading skills, and other education support staffing including monitoring</li> <li>School repair and maintenance</li> </ul>						
<b>Health</b>	30%	2965	1,732	3,547,320	1,233	2,378,760
In coordination with UNRWA, UNDP and other relevant stakeholders, key areas include:						
<ul style="list-style-type: none"> <li>Provide primary and secondary medical support staff including but not limited to doctors, technicians, physiotherapists, pharmacists, nurses, radiologist, lab technicians and clerks for both UNRWA and Public Health Centers</li> <li>Support to community organization such as rehabilitation centers for the persons with various disabilities including specialized teachers, social workers, monitoring, and other staff functions</li> <li>Hospitals and health centre repair and maintenance</li> </ul>						
<b>Municipalities &amp; Water and Sanitation</b>	15%	1495	1001	1,133,280	498	702,180
In coordination with UNRWA, UNDP and other relevant stakeholders, key areas include:						
<ul style="list-style-type: none"> <li>Improving environmental health inside and outside camps by providing sanitation workers, engineers, and other support staff for areas like surveys which includes activities such as:</li> <li>Maintenance works inside and outside installations, including cleaning the main streets and removing weeds focusing on Salah el-Din street, the entrances of cities, public parks, hospital gardens, graveyards and road cracks maintenance</li> <li>Implementing mosquito control projects to alleviate the nuisance of mosquito bites and monitoring risk of water borne diseases in the Gaza Strip</li> <li>Employing engineers for infrastructure development projects in the municipalities, surveying and updating GIS maps for infrastructure facilities and water networks.</li> </ul>						
<b>Housing</b>	4%	394	230	524,400	164	364,380



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In coordination with UNRWA, UNDP and other relevant stakeholders, key areas include: - Engineers and technicians to facilitate surveys and field assessment of substandard and poor homes to establish and refine lists for future rehabilitation projects, and assessments of maintenance needs for infrastructure needs inside and out of camp.						
<b>Agriculture, Economic, and Private Sector</b>	13%	1298	614	1,409,280	684	1,188,399
In coordination with UNRWA, UNDP and other relevant stakeholders, key areas include: - Supporting farmers with different types of employment support and developing agricultural production and nurseries, establishing inventory database for farms and farmers - Supporting small-and-micro businesses in various sectors and supporting safety initiatives for the public like safe-guarding at beaches during the summer - Employing nutritionists and agricultural engineers to monitor quality of imported foodstuffs and health inspection for foodstuffs in shops and restaurants						
<b>Social development affairs</b>	7%	630	534	831,180	198	286,560
In coordination with UNRWA, UNDP and other relevant stakeholders, key areas include: - Supporting relief and social services programming through placement of social workers and support staff involved in food insecurity, poverty assessments and monitoring - Support to youth and women programme centers across Gaza - Social workers to conduct investigation and field assessment of substandard homes and poor households to refine project assessments for future interventions						
<b>Media</b>	1%	98	27	58,620	71	125,880
In coordination with UNRWA, UNDP and other relevant stakeholders, key areas include: - Supporting the economy sector in promotional activities and marketing and advertisement for different sectors in Gaza						
<b>Total number of beneficiaries</b>	100%	9,915	6,399		3,516	
<b>Materials, Equipment and Contingencies</b>				249,437		250,563
<b>QGRC field-based monitoring team</b>				102,000		
<b>Sub Total</b>				12,037,037		6,481,482
<b>Direct and Indirect cost (8%)</b>				962,963		518,519
<b>Grand Total (USD)</b>				13,000,000		7,000,000

Summary (all figures approximate)

Total	9,915	beneficiaries
Workers	3,918	beneficiaries (2,918 unskilled, 1000 skilled)
Graduates	5,997	beneficiaries (4,997 skilled, 1,000 fresh graduates)
Salaries		



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Note: All related UNDP direct implementing cost will not be charged to Qatari contribution  
For the United Nations Development Programme:

Roberto Valent  
Special Representative  
(28 Feb 2019)



fresh graduates \$260; unskilled US\$270; skilled workers \$380; skilled graduates \$380; and (limited) skilled professional worker/graduate \$510

QGRC



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## ANNEX 2: Project Criteria for Beneficiaries

### 2.1 Graduates selecting Criteria

- Graduated at least one year ago and may have work experience
- Only one person from the family will benefit from the program.
- The age of the applicant within 18-55 age group.
- Have a diploma or a bachelor's degree.
- Did not benefit from any previous opportunity within 12 months.

### 2.2 Trainees selecting Criteria

- Trainees are newly graduated from university (maximum 3 years) and have no practical experience.
- Only one person from the family will benefit from the program.
- The age of the applicant within 18-35 age group.
- Have a diploma or a bachelor's degree.
- Did not benefit from any previous opportunity within 12 months.

### 2.3 Workers Selection Criteria

- Skilled or unskilled workers do not hold university degrees
- Only one person from the family will benefit from the program.
- The age of the applicant within 18-60 age group.
- Capable of working
- Did not benefit from any previous opportunity within 12 months.

### 2.4 Desirable criteria beneficiaries

- Unemployed for more than two years.
- Families with at least 5 members.
- Married people.
- Graduates families with non-source of income.
- Poor families according to the standards of the Ministry of Social Affairs/UNRWA.
- Graduates with higher academic achievements.







- At least 10% of the beneficiaries should be a female, and the priority is for marginalized women (divorced, widows or dependents) and solely supports a family.

Other vulnerable criteria as determined by UNRWA, UNDP or QGRC<sup>1</sup> or by coordination with relevant stakeholders.

### ANNEX 3: Steering Committee

1. Representatives of QGRC, UNRWA, UNDP, will form a Joint Project Steering Committee to periodically review coordination of the project, maximize complementarity of the respective cash-for-work initiatives, project implementation, review beneficiary results and financial expenditures.
2. Representatives of QGRC, UNRWA, UNDP may include other stakeholders to join in meetings of the Joint Project Steering Committee.
3. The steering committee main tasks includes:
  - a. Ensure the use of the defined criteria and mechanism for selecting beneficiaries (Annex 2).
  - b. Ensure the beneficiary lists are coordinated throughout the project period.
  - c. Follow up the monthly progress and performance reports and ensure the fulfilment of the project conditions.
  - d. Ensure materials and equipment needed to be purchased for the works are incorporated in relevant activities of the project.

<sup>1</sup> Examples include: refugees and non-refugees assessed as poor who had their shelter destroyed in conflict not having had a shelter reconstructed to date, beneficiaries working in Community Based Organizations (CBOs) who provide services to people with special needs like community rehabilitation, or limited opportunities for skilled professional worker/graduate placements.

