



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
THE ARAB CHAMBER OF COMMERCE & INDUSTRY - JERUSALEM**

This Memorandum of Understanding ("MOU") is entered into by the United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and [The Arab Chamber of Commerce and Industry - Jerusalem] (hereinafter "[ACoCI]", headquartered in [Jerusalem]). UNDP and ACoCI are hereinafter referred to individually as a "Party" and jointly as the "Parties";

**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 among other things 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; UNDP's Programme of Assistance to the Palestinian People (UNDP/PAPP) derives its mandate from the United Nations General Assembly Resolution 33/147 of 20 December 1978. Called upon by United Nations Member States in that year, UNDP was requested "to improve the economic and social conditions of the Palestinian people by identifying their social and economic needs and by establishing concrete projects to that end".

UNDP/PAPP is a responsive development agency that works together with the Palestinian people to fulfil their aspiration for sustainable human development based on self-determination, equality and freedom. UNDP serves in many respects as the operational arm of the United Nations at the country level and is interested in enhancing its development activities in working with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, democratic governance and the rule of law.

**WHEREAS**, ACoCI established in 1936 in Jerusalem for supporting the industry and commercial activities, with a vision of strengthening the Palestinian economy in the City, revitalizing Jerusalemite identity and supporting Palestinian economy at large through expanding the members' base of traders and industrialists, defending their



rights and regulating their work, as well as encouraging investments for creating enabling environment for improving business productivity.

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

**NOW, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

### **Article I Purpose and Scope**

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, with emphasis on the economic development, legal aid and marketing and awareness interventions under the Programme, thus, seeking to reinforce the role of the ACoCI in Jerusalem, improve its capacity in serving the trade and industry activities and therefor contribute in unleashing the productivity of the targeted commercial districts as a complementary response to the ongoing infrastructure development.

### **Article II Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

2.1 Jointly supervise the formulation and development of the economic assessment and the marketing plan for the commercial areas, with emphasis on Salah Eddin and Sultan Suleiman streets in East Jerusalem and facilitate the delivery of its intended deliverables for paving the road towards implementing recommended marketing and business development actions, within the objective of improving the productivity and competitiveness of existing businesses, exploring opportunities for new start-ups and creating an enabling environment platform of Public-Private



Partnerships; this in addition, of establishing institutional framework for long-term response;

2.2 Set up the structure, scope, arrangements, methodology and action plan for driving the implementation of the economic support and business development interventions under the Programme within the activity timeframe;

2.3 Set up the structure, scope, arrangements, methodology and action plan for driving the implementation of the legal financial and urban interventions under the Programme within the activity timeframe;

2.4 Review and analyze the ACoU strategic plan for ensuring the complementary of activities rendered under the joint cooperation for supporting the overall mandate and empower its role in line with the Programme objectives;

2.5 Identify and review capacity needs for ensuring the sustainable implementation of activities with focus on the desired long-term impact of the Programme and its related services. Propose institutional assistance and capacity development for facilitating the support to the targeted commercial areas with a special attention of providing coherent linkages to other areas;

2.6 Engage in creating alliances and synergy with ongoing initiatives, such as access to financing schemes for supporting business development, with emphasis on targeted areas and their beneficiaries in equitable manners;

2.7 Establish comprehensive response for linking the desired benefits of the Programme activities with the potential productive sectors in East Jerusalem, notably the Cultural Tourism;

2.8 Formulate advocacy and awareness actions for supporting the rights of businesses in East Jerusalem;

2.9 Enhance the community mobilization and increasing the engagement of the local community for supporting the economic development efforts.



### **Article III Consultation and Exchange of Information**

3.1 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.

3.2 Consultation and exchange of information and documents under this MOU shall be 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.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities, with minimum one meeting each six months or as deemed appropriate.

3.4 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.

### **Article IV Implementation of the MOU**

4.1 All of UNDP activities envisaged hereunder are subject to the availability of funding. To this end, in order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the Parties' respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. Any funds received by UNDP shall be used in accordance with its regulations, rules, policies and procedures. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/ programmes financed there from.



4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and the concerned governments, and in accordance with the applicable UNDP regulations, rules, policies and procedures.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of ACoCI.

4.4 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 and under cost-sharing agreements concluded hereunder.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

## **Article V Use of Name and Emblem**

5.1 Neither Party shall use the name, emblem or trademarks of the other party, or any its subsidiaries, and/ or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Party services.

5.2 The Party acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

5.3 Nothing in this MOU grants to the Party the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.



5.4 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

## **Article VI**

### **Term, Termination, Renewal and Amendment**

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of two years from the Effective Date, as defined in Article XII, 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 two years.

6.2 In the event of termination of the MOU, any cost-sharing or 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, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.



## **Article VII 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:                    *Name:* Roberto Valent, Special Representative of the Administrator  
UNDP/PAPP  
*Address:* 3 Ya'qubi Street, P.O.Box: 51359, Jerusalem  
*Telephone number:* 02/6268200  
*Fax number:* 02/6268222

For ACoC:                    *Name:* Fadi Arafat Hidmi  
ACoC :Director General  
*Address:* Beit Hanina, Hirbawi Building, 3rd floor- Jerusalem  
*Telephone number:* 02-5833050/02-2344923  
*Mobile Number:* 0505443788  
*Fax number:* 02-2344914

## **Article VIII Representations**

ACoCI represents that it is an organization in good standing duly organized under the laws of Switzerland. ACoCI shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time.



## **Article IX Settlement of Disputes**

- 9.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- 9.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall 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 X Miscellaneous**

- 10.1 This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.
- 10.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment.



## Article XI Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## Article XII Effectiveness

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into effect on the date in which it is duly signed by both Parties (08 May 2017).

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

**FOR UNDP:**

Roberto Valent  
Name

Special Representative of the  
Administrator  
Title

08/05/2017  
Date

**FOR ACoCI:**

Fadi Arafat Hidmi  
Name

Director General  
Title

8/5/2017  
Date