

PROJECT COOPERATION AGREEMENT
Between
THE UNITED NATIONS DEVELOPMENT PROGRAMME
And
Differenza Donna – PAL10/73758

Whereas the United Nations Development Programme ("UNDP") and **Differenza Donna** ("the NGO") have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas UNDP has been entrusted by its donors with certain resources that can be allocated for programmes and projects, and is accountable to its donors and to its Executive Board for the proper management of these funds and can, in accordance with the UNDP Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the NGO, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management; is apolitical and not profit-making;

Whereas the NGO and UNDP agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the NGO and UNDP have entered into the present Agreement.

Article I. Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and UNDP;
- (b) "UNDP" shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "The NGO" shall mean **Differenza Donna**, a non-governmental organization that was established in and incorporated under the laws of Italy in 1989, Via Flaminia 43, ZIP 00196 Rome ITALY, Telephone +39-066780537, Fax +39-066780563, with the purpose of to operate in the field of contrasting the phenomenon of gender based violence;
- (d) "The Agreement" or "the present Agreement" shall mean the present Project Cooperation Agreement, the Project Document (Annex), which incorporates the Project Outputs and Activities, Project Work Plan, Project Inputs being provided by UNDP resources, and Project Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement;
- (e) "Project" shall mean the activities as described in the Project Document;
- (f) "Government" shall mean the Government of the *Palestinian National Authority*;
- (g) "UNDP resident representative" shall mean the UNDP official in charge of the UNDP office in the country, or the person acting on his/her behalf;
- (h) "Project Manager" shall mean the person appointed by the NGO, in consultation with UNDP and with the approval of the Government coordinating authority, who acts as the overall co-ordinator of the Project and assumes the primary responsibility for all aspects of it;

(i) "Expenditure" shall mean the sum of disbursements made and valid outstanding obligations incurred in respect of goods and services rendered;

(j) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the NGO at a later date, as herein agreed upon between the Parties;

(k) "Income" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by UNDP or from revenues generated from Project outputs;

(l) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;

(m) "Project Work Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities that is based upon the Project Document deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually.

Article II. Objective and Scope of the Present Agreement

1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project Objectives, as set out in the Project Document (Annex of the present Agreement).
2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.

Article III. Duration of Project Agreement

1. The term of the present Agreement shall commence on 01 May 2010 and terminate on 28 February 2011. The Project shall commence and be completed in accordance with the time frame or schedule set out in the Project Document.
2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect, in accordance with Article XVII, below.

Article IV. General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UNDP policies and procedures as set out in the UNDP Programme and Operations Policies and Procedures (POPP), which forms an integral part of the present Agreement.
2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. The Project Manager shall be appointed by the NGO, in consultation with UNDP and with the approval of the government coordinating authority.
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the Objectives of the Project, with a view to reviewing the Work Plan and Budget of the Project.
4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the Objectives of the Project. The parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.

3. The NGO may use the name and emblem of the United Nations or UNDP only in direct connection with the Project, and subject to prior written consent of the UNDP Resident Representative in the occupied Palestinian territory – oPt.

6. The activities under the present Agreement are in support of the efforts of the Government, and therefore the NGO will communicate with the Government as necessary. The Project Manager will be responsible for day-to-day contacts with the relevant national authorities and UNDP on operational matters during the implementation of the Project. The UNDP Resident Representative will act as the principal channel for communicating with the Government coordinating authority regarding the activities under the Project Cooperation Agreement unless otherwise agreed with the Parties and the Government.

7. The UNDP Resident Representative will facilitate access to information, advisory services, technical and professional support available to UNDP and will assist the NGO to access the advisory services of other United Nations organizations, whenever necessary.

8. The Parties shall cooperate in any public relations or publicity exercises, when the UNDP Resident Representative deems these appropriate or useful.

Anti-terrorism:

9. The NGO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

Security (Please fill enclosed template):

1. The responsibility for the safety and security of the NGO and its personnel and property, and of UNDP's property in the NGO's custody, rests with the NGO.

2. The NGO shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) Assume all risks and liabilities related to the NGO's security, and the full implementation of the security plan.

3. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the NGO shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

Article V. Personnel Requirements

1. The NGO shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

2. The NGO personnel shall not be considered in any respect as being the employees or agents of UNDP. The NGO shall ensure that all relevant national labour laws are observed.

3. UNDP does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by NGO personnel as a result of their work pertaining to the project. It is understood that adequate medical and life insurance for NGO personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the NGO.

4. The NGO shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

Article VI. Terms and Obligations of Personnel

The NGO undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the present Agreement comply with these obligations:

(a) The personnel shall be under the direct charge of the NGO, which functions under the general guidance of UNDP and the Government;

(b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any Government other than the Government of *oPt* or other authority external to UNDP;

(c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;

(d) Subject to the requirements outlined in the document "UNDP public information disclosure policy", information that is considered confidential shall not be used without the authorisation of UNDP. In any event, such information shall not be used for individual profit. The Project Manager may communicate with the media regarding the methods and scientific procedures used by the NGO; however, UNDP clearance is required for the use of the name UNDP in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

Article VII. Supplies, Vehicles and Procurement

1. UNDP shall contribute to the Project the resources indicated in the Budget section of the Project Document.

2. Equipment, non-expendable materials, or other property furnished or financed by UNDP shall remain the property of UNDP and shall be returned to UNDP upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with the government coordinating authority. During Project implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

3. The NGO will place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by UNDP.

4. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.

5. In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Project Budget, the NGO shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.

6. UNDP shall make every effort to assist the NGO in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.

7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with UNDP funds and shall take periodic physical inventories. The NGO shall provide UNDP annually with the inventory

of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UNDP may request.

Article VIII. Financial and Operational Arrangements

1. In accordance with the Project Budget, UNDP has allocated and will make available to the NGO funds up to the maximum amount of USD 231,099. **The first instalment of 70% will be paid within ten working days following the signature of the agreement and funds transfer by the Donor into UNDP accounts.** The second installment will cover 20% upon the furnishing and clearing of the first liquidation report reflecting that the NGO had spent 80% of the 70%, and the third and final instalments will be advanced to the NGO amounting the final 10% upon the furnishing and clearing of the second liquidation report (reflecting that the NGO had used up 80% of the funds available) and reflecting the financial commitments for the remaining 10%, the NGO is claiming in the report. All financial reports and other agreed-upon documentation need to be presented as referenced in Article X, below, for the activities completed have been submitted to and accepted by UNDP as showing satisfactory management and use of UNDP resources.
2. The NGO agrees to utilise the funds and any supplies and equipment provided by UNDP in strict accordance with the Project Document. The NGO shall be authorised to make variations not exceeding 20 per cent on any one line item of the Project Budget provided that the total Budget allocated by UNDP is not exceeded. The NGO shall notify UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 20 per cent on any one- line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval by UNDP.
3. The NGO further agrees to return within two weeks any unused supplies made available by UNDP at the termination or end of the present Agreement or the completion of the Project. Any unspent funds shall be returned within two months of the termination of the present Agreement or the completion of the Project.
4. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget unless UNDP has explicitly agreed in writing to do so prior to the expenditure by the NGO.

Article IX. Maintenance of Records

1. The NGO shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNDP to ensure that all expenditures are in conformity with the provisions of the Project Work Plan and Project Budgets. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction. Any Income, as defined in Article I, paragraph 1 (k), above, arising from the management of the Project shall be promptly disclosed to UNDP. The Income shall be reflected in a revised Project Budget and Work Plan and recorded as accrued income to UNDP unless otherwise agreed between the Parties.
2. Upon completion of the Project/or Termination of the Agreement, the NGO shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.

Article X. Reporting Requirements

1. The NGO shall provide UNDP and the government coordinating authority with periodic reports on the progress, activities, achievements and results of the Project, as agreed between the Parties. As a minimum, the NGO shall prepare an annual progress report.
2. Financial reporting will be quarterly:
 - (a) The NGO prepares a financial report and submits it to the UNDP Resident Representative no later than 30 days after the end of each quarter, in English.

(b) The purpose of the financial report is to request a quarterly advance of funds, to list the disbursements incurred on the Project by budgetary component on a quarterly basis, and to reconcile outstanding advances and foreign exchange loss or gain during the quarter.

(c) The financial report has been designed to reflect the transactions of a project on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UNDP, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by the NGO and not commitments. However, the NGO shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes;

(d) The financial report contains information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the Project. Unless the Financial Report is received, the UNDP Resident Representative will not act upon requests for advances of funds from UNDP;

(e) Any refund received by an NGO from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.

3. Within two months of the completion of the Project or of the termination of the present Agreement, the NGO shall submit a final report on the Project activities and include a final financial report on the use of UNDP funds, as well as an inventory of supplies and equipment.

Article XI. Audit Requirements

1. The NGO shall submit to the UNDP Resident Representative in oPt a certified annual financial statement on the status of funds advanced by UNDP. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual audit plan prepared by UNDP Headquarters (Office of Audit and Performance Review) in consultation with the Parties to the Project. The audit shall be carried out by the auditors of the NGO or by a qualified audit firm, which will produce an audit report and certify the financial statement.
2. Notwithstanding the above, UNDP shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of the NGO, as necessary.
3. Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Agreement and for a period of three (3) years following the expiration or prior termination of the Agreement. The UNDP shall be entitled to a refund from the NGO for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Agreement. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the NGO shall reimburse such funds forthwith. Where the NGO fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.
4. The NGO acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the NGO generally. The right of UNDP to conduct an investigation and the NGO's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement. The NGO shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the NGO's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the NGO's premises. The NGO shall require its agents, including, but not limited to, the NGO's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

Article XII. Responsibility for Claims

1. The NGO shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind,

including their cost and expenses, arising out of the acts or omissions of the NGO or its employees or persons hired for the management of the present Agreement and the Project.

2. The NGO shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

Article XIII. Suspension and Early Termination

1. The Parties hereto recognise that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNDP may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.

2. UNDP shall consult with the NGO if any circumstances arise that, in the judgement of UNDP, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The NGO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.

3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the NGO, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UNDP may indicate to the NGO the conditions under which it is prepared to authorise management of the Project to resume.

4. If the cause of suspension is not rectified or eliminated within 14 days after UNDP has given notice of suspension to the NGO, UNDP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the NGO, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.

5. Subject to paragraph 4 (b), above, of the present Article, the NGO may terminate the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing UNDP with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.

6. The NGO may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between the NGO and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenditures. The NGO shall undertake no forward commitments and shall return to UNDP, within 30 days, all unspent funds, supplies and other property provided by UNDP unless UNDP has agreed otherwise in writing.

8. In the event of any termination by either Party under the present Article, UNDP shall reimburse the NGO only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the NGO under this provision, when added to amounts previously remitted to it by UNDP in respect of the Project, shall not exceed the total UNDP allocation for the Project.

9. In the event of transfer of the responsibilities of the NGO for the management of a Project to another institution, the NGO shall cooperate with UNDP and the other institution in the orderly transfer of such responsibilities.

Article XIV. Force Majeure

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph 1, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNDP, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article XIII, paragraphs 8 and 9, above, shall apply.

Article XV. Arbitration

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article XVI. Privileges and Immunities

Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

Article XVII. Amendments

The present Agreement or its Annexe may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

For the NGO:

Signature: _____

Name: Emanuela Moroli

Title: DD representative

Place: Jerusalem

Date: 10 August 2010

For UNDP:

Signature:  _____

Name: Jens Toyberg-Frandzen

Title: Special Representative of the Administrator

Place: Jerusalem

Date: 10 August 2010

Annex I- Budget Distribution (DD Budget)

Annex II – Signed DD agreements with local counterparts

Annex III - Differenza Donna Security Plan Annex to: Article IV. General Responsibilities of the Parties

Annex I- Budget Distribution (DD Budget)

PROJECT PLANNED BUDGET	Kind of item	Number of items	Cost per item	Total cost	Number of items 2010	2010	2011
International personnel/technical assistance							
DD Project coordinator	monthly pay (severance pay included)	10,83	1.600	\$ 17.333	8	\$ 12.800	\$ 4.533
DD Project coordinator round trip Rome-Tel Aviv	round trips	2	525	\$ 1.050	2	\$ 1.050	\$ 0
DD Senior expert round trip Rome-Tel Aviv	round trips	3	525	\$ 1.575	2	\$ 1.050	\$ 525
DD Senior expert per diem allowances	mission days	36	525	\$ 18.900	24	\$ 12.600	\$ 6.300
DD Microcredit expert round trip Rome-Tel Aviv	round trips	1	525	\$ 525	1	\$ 525	\$ 0
DD Microcredit expert per diem allowances	mission days	9	525	\$ 4.725	10	\$ 5.250	-\$ 525
Subtotal 1 - Personnel/technical assistance				\$ 44.108		\$ 33.275	\$ 10.833
Local personnel							
1 Educator expert	monthly pay (severance pay included)	10,83	1.100	\$ 11.917	8	\$ 8.800	\$ 3.117
1 Social worker	monthly pay (severance pay included)	10,83	900	\$ 9.750	8	\$ 7.200	\$ 2.550
1 Psychologist	monthly pay (severance pay included)	10,83	900	\$ 9.750	8	\$ 7.200	\$ 2.550
1 Health counselor	monthly pay (severance pay included)	10,83	900	\$ 9.750	8	\$ 7.200	\$ 2.550
1 Lawyer	monthly pay (severance pay included)	10,83	900	\$ 9.750	8	\$ 7.200	\$ 2.550
1 translator	monthly pay (severance pay included)	10,83	500	\$ 5.417	8	\$ 4.000	\$ 1.417
1 Accountant	monthly pay (severance pay included)	10,83	900	\$ 9.750	8	\$ 7.200	\$ 2.550
Insurances for workmen's compensation	monthly premium for all personnel	10	58	\$ 578	8	\$ 462	\$ 116
Insurances for employers' liability	monthly premium for local personnel	10	97	\$ 972	8	\$ 778	\$ 194
Subtotal 2 - Local personnel				\$ 67.633		\$ 50.040	\$ 17.593
Services to the persons/spot							
Food, medical expenses, clothing, etc.	monthly expenses	10	600	\$ 6.000	8	\$ 4.800	\$ 1.200
Legal expenses	monthly expenses	10	250	\$ 2.500	8	\$ 2.000	\$ 500
Subtotal 3 - Services to the persons				\$ 8.500		\$ 6.800	\$ 1.700
Training activities							
4 trainees in social psychological and medical field	monthly allowances	38	450	\$ 17.100	32	\$ 14.400	\$ 2.700
Training for local social operators				\$ 2.000		\$ 2.000	\$ 0
allowances for 5 local trainers (2 training sessions of 2 days)	trainers' working days	20	100	\$ 2.000	20	\$ 2.000	\$ 0
Training sessions for local staff in Italy	see details			\$ 22.775		\$ 22.775	\$ 0
1 round trip Amman-Rome for 6 local staff	round trips	6	525	\$ 3.150	6	\$ 3.150	\$ 0
allowances for one professional translator	daily allowance	5	500	\$ 2.500	5	\$ 2.500	\$ 0
5 local staff per diem allowances (5 days each)	mission days	25	525	\$ 13.125	25	\$ 13.125	\$ 0
allowances for 4 trainers in Italy (1 training session of 5 days)	trainers' working days	20	200	\$ 4.000	20	\$ 4.000	\$ 0
MA'AN Development Center capacity building and fund raising training program in favour of WCC of Dura members	see details			\$ 13.625		\$ 13.625	\$ 0
Training activities	training activities	1	9.500	\$ 9.500	1	\$ 9.500	\$ 0
Coaching/On-the-job training	on the job training	1	1.200	\$ 1.200	1	\$ 1.200	\$ 0
Other Direct Costs	other direct costs	1	2.925	\$ 2.925	1	\$ 2.925	\$ 0
Subtotal 4 - Training activities				\$ 55.500		\$ 52.800	\$ 2.700
Visibility expenses							
Information materials (leaflets, brochures, papers,...)	cost per item	1	480	\$ 480	1	\$ 480	\$ 0
Organization of promotional events	cost per item	3	700	\$ 2.100	2	\$ 1.400	\$ 700
Subtotal 5 - Visibility				\$ 2.580		\$ 1.880	\$ 700
Organizational and functioning costs							
Rent	monthly exp for the 3 spots	10	950	\$ 9.500	8	\$ 7.600	\$ 1.900
Utilities (electricity, telephone, water, ...)	monthly exp for the 3 spots	10	400	\$ 4.000	8	\$ 3.200	\$ 800
Motor vehicle rent and fuel for international personnel	monthly exp for the 3 spots	10	600	\$ 6.000	8	\$ 4.800	\$ 1.200
Stationery and maintenance	monthly exp for the 3 spots	10	400	\$ 4.000	8	\$ 3.200	\$ 800
Transportation from/to spots for local staff	monthly exp for the 3 spots	10	500	\$ 5.000	8	\$ 4.000	\$ 1.000
Furniture	furniture for spot	3	2.100	\$ 6.300	3	\$ 6.300	\$ 0
Technical and communication equipment	techn and com equipment for spot	3	550	\$ 1.650	3	\$ 1.650	\$ 0
Cleaning services	monthly exp for the 3 spots	10	400	\$ 4.000	8	\$ 3.200	\$ 800
Subtotal 6 - Organizational and functioning costs				\$ 40.450		\$ 33.950	\$ 6.500
UNIFEM costs for Monitoring and Evaluation							
				\$ 20.000			
Subtotal 7 - UNIFEM costs for Monitoring and Evaluation				\$ 20.000		\$ 20.000	\$ 0
SUBTOTAL 1-7 PROJECT DIRECT COSTS				\$ 238.772		\$ 198.745	\$ 40.027
ADMINISTRATIVE EXPENSES OF DD IN ITALY (7% of the subtotal)				\$ 16.714		\$ 13.912	\$ 2.802
EXPENSES of UNDP (7% of the subtotal)				\$ 16.714		\$ 13.912	\$ 2.802
TOTAL BUDGET				\$ 272.200		\$ 226.570	\$ 45.630

Annex II – Signed DD agreements with local counterparts

Partnership agreement

First party: Differenza Donna NGO

Represented by Emanuela Moroli

Second party: Women cultural center NGO

Represented by Najah Amro

Introduction

Within the framework of the Emergency Project under the title Counseling Centers in Hebron -"Zohra Antiviolence Centers" (Zohra stands for the planet "Venus" in Arabic), that aims to strengthen the three antiviolence centers operating since March 2009, in the villages of Dura, Yatta and Halhul in the Hebron Governorate to support women and children in difficulty, and/or who are victims of gender based violence and also aims to ensure long-term sustainability and institutionalization of the centers, themselves.

Since the first party is a specialized international NGO, working on the field of gender based violence,

And since the second party is a registered Palestinian local NGO which needs to develop its capacities and competences on the field of gender based violence and gender issues,

Therefore, both parties have agreed on the following:

- 1- The introduction to this agreement is to be considered an integral part of it.
- 2- The period of this agreement is ten month starting on 01/05/2010 until 28/02/2011, yet the implementation of it will be conditional to the receipt of fund mentioned in the project document.
- 3- The project document (referred to as the document in this agreement) shall govern the status of the two parties within this agreement.
- 4- This agreement aim to promote and increase the capacities of the second party with respect of the projects aims.

- 5- The first party as the implementing NGO of the project has the power of supervision, monitoring, directing and evaluating all the duties and responsibilities of the second party within this agreement.
- 6- The second party shall submit to the first party a reports in a regular bases 'that will be determined by the first party' concerning its duties and responsibilities within this agreement.
- 7- In case of any breach to the obligations and terms of this agreement, the agreement will be canceled, and the party that has committed the breach will be responsible for the compensation of all the damages caused by his act.
- 8- The project will include and support the second party by:
 - implementing a capacity building and fund raising training program for some staff members and members of the General Assembly and the Board of directors of the second party selected by both parties, that will be managed by another local NGO and organized by the first party
 - participation of the second party members to the coordination meetings of the project as mentioned on the document
 - the hiring of one accountant from the second party staff, covered by the project budget, contracted by the first party for the project period
 - developing in partnership with the first party amended by-law of the second party in respect to the aims and goals of the project
 - developing in partnership with the first party unified standard operations procedures for the three centers mentioned above.
 - the second party will hire the four workers of the centers (psychologist, social councilor, health councilor and lawyer) at the end of the project, this will be subjected to the workers acceptance
- 9- The two parties commit to full cooperation with each other in order to reach success of this project within the goals and aims of the document.
- 10-Both parties agree that a dispute arising between them as regards the interpretation or performance of this agreement shall be referred to an arbitration body as followed:
 - the arbitration body shall consist of two arbitrators, each party selecting one arbitrator
 - should they fail to agree, the arbitrators should select a third arbitrator, who will give a joint award with them.
 - both parties agree to accept and apply the decision of the arbitration and consider it as a court decision

- the party of which the decision was against, will be responsible for the arbitration fees and costs.

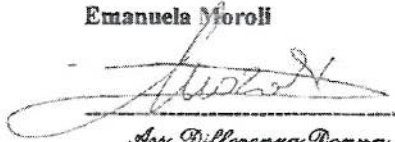
- 11-The first party will set the timelines and mechanisms concerning the implementation of this agreement in respect to the document.
- 12-The first party will reimburse the members and workers of the second party for the actual costs of transportations and communications spent for the activities of this agreement only if the budget in the document allows such kind of payment.
- 13-Both parties declare that they have received and read the document of the project.
- 14-Both parties accept the terms of this agreement and sign it with their full legal capacities, and declare that they have received two signed copies in both English and Arabic language for each.
- 15-If there will be any misunderstanding or contradiction concerning language and/or interpretation, the English agreement version only will be applied.

This agreement consists of fifteen articles and introduction. Drafted and signed on 01/05/2010.

First party

Differenza Donna NGO

Emanuela Moroli




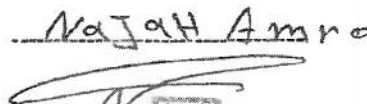
Ass. Differenza Donna
Via della Lungara, 19
00185 ROMA
Cod. Fisc. 96126580588

Second party

Woman Cultural Center NGO

Najah Khalil Mohammad Amro

Najah Amro



Partnership agreement

First party: Differenza Donna NGO

Represented by Emanuela Moroli

Second party: Ma'an Development Center

Represented by Sami Khader

Introduction

Within the framework of the Emergency Project under the title Counseling Centers in Hebron -"Zohra Antiviolence Centers" (Zohra stands for the planet "Venus" in Arabic), that aims to strengthen the three antiviolence centers operating since March 2009, in the villages of Dura, Yatta and Halhul in the Hebron Governorate to support women and children in difficulty, and/or who are victims of gender based violence and also aims to ensure long-term sustainability and institutionalization of the centers, themselves.

Since the first party, which is a specialized international NGO, working in the field of gender based violence, entrusts the second party with the task of providing training and capacity building for the staff of the three antiviolence Centers and the members of Women Cultural Center 'partner of the first party in this project',

And since the second party is a registered Palestinian local NGO, specialized in training and capacity building, declares its acceptance and abilities to carry out the training and capacity building for the staff of the three antiviolence Centers and the members of Women Cultural Center 'partner of the first party in this project',

Therefore, both parties have agreed on the following:

- 1- The introduction to this agreement is to be considered an integral part of it.
- 2- The period of this agreement is four months, starting from the date of receiving the funds mentioned in the project document, yet it should be implemented within the project period between 01/05/2010 until 28/02/2011. The agreement is conditional to funds being receipt from the Donor.
- 3- The project document (referred to as the document in this agreement) shall govern the status of the two parties within this agreement.
- 4- This agreement aims to promote and increase the capacities of the staff of the three antiviolence Centers and the members of Women Cultural Center and to provide them with specialized fund raising training.

- 5- The first party as the implementing NGO of the project has the power of supervision, monitoring, directing and evaluating all the duties and responsibilities of the second party within this agreement.
- 6- The second party shall prepare and submit to the first party activity reports concerning his duties and responsibilities within this agreement upon the needs of the first party.
- 7- In case of any breach to the obligations and terms of this agreement, the agreement will be canceled, and the party that has committed the breach will be responsible for the compensation of all the damages caused by its act.
- 8- The second party commits to the followings:
 - Conduct meetings with the staff of the three antiviolenace Centers and the members of Women Cultural Center to assess their needs and abilities
 - Design an integrated training program in accordance with the needs of the staff of the three antiviolenace Centers and the members of Women Cultural Center, and submit it to the first party which has the power to modify and/or approve the program.
 - Implement a specialized training on capacity building and fund raising to the staff of the three antiviolenace Centers and the members of Women Cultural Center according to the approved training program.
 - Implement on the job training to the staff of the three antiviolenace Centers and the members of Women Cultural Center according to the approved training program.
- 9- The second party commits to discuss the timelines, topics and mechanisms of the training with the first party who has the power to approve it.
- 10- The two parties commit to full cooperation with each other in order to reach success of this project within the goals and aims of the document.
- 11- Both parties agree that a dispute arising between them as regards the interpretation or performance of this agreement shall be referred to an arbitration body as follows:
 - the arbitration body shall consist of two arbitrators, each party selecting one arbitrator
 - should they fail to agree, the arbitrators should select a third arbitrator, who will give a joint award with them.
 - both parties agree to accept and apply the decision of the arbitration and consider it as a court decision
 - the party of which the decision was against, will be responsible for the arbitration fees and costs
- 12- A general action plan about the activities and financial costs of this agreement, submitted by the second party is attached to this agreement; both parties accept it and recognize it as a part of this agreement in respect to the first party's supervisory role.
- 13- The second party will receive the payment of USD 13,625.00 (thirteen thousand six hundred twenty-five USD), tax included, as specified in the document and in the general

action plan, by the United Nation Development Program (UNDP) through the first party within the following conditions:

- The second party shall provide the first party with a detailed activities and financial report, attached with a payment request.
- The second party shall provide the first party with a tax invoice and a valid receipt when receiving the money.
- The money will be paid to the second party by cheque issued by the first party, 16% of the total payment will be deducted as income tax and transferred to the Palestinian tax department through the first party if the second party did not provide the first party with a valid source deduction certificate issued by the Palestinian tax department according to the legal practices in Palestine.

14- Both parties declare that they have received and read the document of the project.

15- Both parties accept the terms of this agreement and sign it with their full legal capacities, and declare that they have received two signed copies in both English and Arabic language for each.

16- If there will be any misunderstanding or contradiction concerning language and/or interpretation, the English agreement version only will be applied.

This agreement consists of sixteen articles with introduction and a general action plan consists of three pages. Drafted and signed on 01/05/2010.

First party

Differenza Donna NGO

Emanuela Morali

Emanuela Morali
Via della Libertà 19

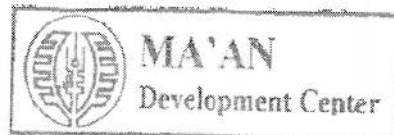
00186 ROMA

Cod. Fisc. 98128560568

Second party

Ma'an Development Center

Samir K.



اتفاقية تدريب

الفريق الأول: Differenza Donna NGO

يمثلها في التوقيع على هذه الاتفاقية المديرية العامة Emanuela Moroli

الفريق الثاني: مركز معن التتموي

يمثله في التوقيع على هذه الاتفاقية Sami Khader

مقدمة

في إطار تنفيذ مشروع الطوارئ تحت مسمى مراكز إرشادية في الخليل (مراكز زهرة لمناهضة العنف)، الهادف لتعزيز وتنويع مراكز مناهضة العنف الثلاثة العاملة منذ شهر آذار من سنة 2009 في محافظة الخليل لدعم النساء والأطفال المحتاجين للدعم أو ضحايا العنف، بهدف العمل على مأسسة واستمرارية عمل هذه المراكز على المدى الطويل

بما أن الفريق الأول مؤسسة دولية متخصصة تعمل في مجال مكافحة العنف ضد المرأة، بحاجة إلى مؤسسة محلية متخصصة لتدريب وبناء قدرات العاملين في مراكز مناهضة العنف الثلاث وطاقم وأعضاء مركز المرأة الثقافي "شريك الفريق الأول في هذا المشروع" ضمن المشروع المذكور أعلاه

وبما أن الفريق الثاني منظمة أهلية محلية مرخصة ومتخصصة في التدريب وبناء القدرات، وقد أبدى استعدادها وأهليته لتنفيذ التدريب وبناء القدرات للعاملين في مراكز مناهضة العنف الثلاث وطاقم وأعضاء مركز المرأة الثقافي،

فقد اتفق الفريقان على ما يلي:

- 1- تعتبر مقدمة هذه الاتفاقية جزءاً لا يتجزأ منها وتقرأ معها
- 2- مدة هذه الاتفاقية أربعة أشهر يبدأ العمل بها فور استلام الفريق الأول للتمويل المحدد في وثيقة المشروع، بشرط أن يتم تنفيذها خلال فترة المشروع الذي يبدأ من تاريخ 2010/05/01 وينتهي بتاريخ 2011/02/28. هذه الاتفاقية مشروطة باستلام التمويل من المانحين.
- 3- تمثل وثيقة المشروع المذكور أعلاه الناظم الأساسي للعلاقة ما بين الفريقين
- 4- تهدف هذه الاتفاقية إلى تعزيز وبناء قدرات العاملات في مراكز مناهضة العنف الثلاث وطاقم وأعضاء مركز المرأة الثقافي وتزويدهم بتدريب متخصص في مجال تجنيد التمويل وجمع التبرعات، ضمن أهداف المشروع
- 5- باعتبار أن الفريق الأول هو الجهة المنفذة لهذا المشروع فإنه يكون مسؤولاً عن أداء ومهام وصلاحيات الفريق الثاني الواردة في الإتفاق بما فيها المسؤولية التقنية والتقييمية والتوجيهية
- 6- يلتزم الفريق الثاني بإعداد تقارير مهنية ونشاطية عن عمله ومهامه الواردة في الاتفاقية وتزويد الفريق الأول بها وفقاً لحاجاته ومتطلباته

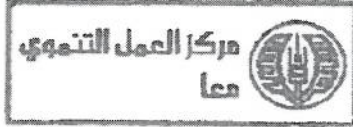
- 7- في حال أخل أحد الفريقين في التزاماته يعتبر الإتفاق لاغى ويكون مسؤولاً عن تعويض الفريق الآخر عن جميع الأضرار الناتجة عن أفعاله
- 8- يلتزم الفريق الثاني بما يلي:
- عقد لقاءات واجتماعات مكثفة مع العاملات في مراكز مناهضة العنف الثلاث وطاقم وأعضاء مركز المرأة الثقافي لتقييم احتياجاتهم وقدراتهم
 - تصميم برنامج تدريبي متكامل وفقاً لاحتياجات العاملات في مراكز مناهضة العنف الثلاث وطاقم وأعضاء مركز المرأة الثقافي ، وتقديمه للفريق الأول الذي يملك صلاحية تعديله و/أو الموافقة عليه
 - تنفيذ تدريبات متخصصة في مجالات بناء القدرات وتجديد التمويل وفقاً للبرنامج التدريبي للعاملات في مراكز مناهضة العنف الثلاث وطاقم وأعضاء مركز المرأة الثقافي
 - تنفيذ تدريب وتوجيه في مكان العمل للمستفيدين من المشروع
- 9- يلتزم الفريق الثاني بالتشاور مع الفريق الأول وأخذ موافقته المسبقة على مواعيد وآليات ومواضيع التدريب موضوع هذه الاتفاقية بما لا يتعارض مع وثيقة المشروع
- 10- يلتزم الفريقين بالتعاون الكامل فيما بينهما لإنجاح هذا المشروع ضمن رؤية وأهداف وثيقة المشروع
- 11- في حال حدوث أي خلاف في تفسير وتطبيق هذه الاتفاقية يتم اللجوء إلى التحكيم المتخصص للبت في النزاع على النحو التالي:
- تتكون لجنة التحكيم من محكمين اثنين يختار كل فريق محكم منهما
 - في حال تعذر إصدار قرار تحكيمي لاختلاف الآراء، يلجأ المحكمين إلى اختيار محكم ثالث للفصل في النزاع
 - يلتزم الفريقين بقبول قرار التحكيم واعتباره بمثابة الحكم الصادر من المحكمة المختصة
 - يتحمل الفريق الذي صدر القرار ضده تكاليف التحكيم
- 12- مرفق مع هذه الإتفاقية خطة عمل عامة مقدمة من الفريق الثاني تشمل المواضيع والتكلفة المالية، يقر الفريقين باعتبارها جزءاً من هذه الاتفاقية بما لا يتعارض مع دور الفريق الأول الإشرافي.
- 13- يتم دفع أتعاب ومخصصات الفريق الثاني المذكورة في خطة العمل وفسى وثيقة المشروع والبالغ قيمتها (13625) دولار أمريكي شامل الضريبة من قبل برنامج الأمم المتحدة الإنمائي عن طريق الفريق الأول حسب الشروط التالية:
- يزود الفريق الثاني الفريق الأول بتقارير نشاطية ومالية مفصلة مرفقة مع مطالبة مالية موجهة للفريق الأول
 - يتعهد الفريق الثاني بتزويد الفريق الأول بفاتورة ضريبية وسند قبض عند دفع المبلغ المستحق له عن طريق الفريق الأول
 - يدفع المبلغ للفريق الثاني بموجب شيك صادر من الفريق الأول محسوم منه ما نسبته 16% من إجمالي المبلغ المذكور أعلاه كضريبة دخل تسدد إلى دائرة ضريبة الدخل عن طريق الفريق الأول في حال لم يقدم الفريق الثاني للفريق الأول شهادة خصم مصدر صادرة من دائرة الضريبة وفق الأصول القانونية المتبعة في فلسطين
- 14- يقر كلا الفريقين بقراءة واستلام نسخة عن وثيقة المشروع

15-وعليه فقد تم الرضا والقبول ما بين الفريقين على جميع ما جاء في هذه الاتفاقية وهما في كامل أهليتهما القانونية، وتم إعدادها باللغتين العربية والإنجليزية، تسلم كل فريق نسخة موقعة من الفريقين من كل لغة.

16-في حال وجود أي اختلاف في المعنى أو التفسير تعتبر النسخة الإنجليزية المرجع الأصلي لهذه الاتفاقية ويتم الأخذ بما جاء فيها.

تتكون هذه الإتفاقية من ستة عشر مادة ومقدمة وخطة عمل مكونة من ثلاثة صفحات، نظمت ووقعت بتاريخ 2010/05/01

الفريق الثاني
مركز سخن القصوي العمل التوعوي / معا



الفريق لأول
Differenza Donna
Emanuela Moroli

Differenza Donna Security Plan
Annex to: Article IV. General Responsibilities of the Parties

4. The NGO may use the name and emblem of the United Nations or UNDP only in direct connection with the Project, and subject to prior written consent of the UNDP Resident Representative in the occupied Palestinian territory – oPt.

Security:

4. The responsibility for the safety and security of the NGO and its personnel and property, and of UNDP's property in the NGO's custody, rests with the NGO.

5. The NGO shall:

(c) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(d) Assume all risks and liabilities related to the NGO's security, and the full implementation of the security plan.

6. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the NGO shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

Part I: Security Situation

Security Risk Assessment Matrix

SN	Root causes of conflict & threats	Vulnerability	Impact	Likelihood	Risk Level	Mitigating Measures Taken to address this threat
1	Political instability in Hebron Governorate due to the Occupation as systematized in the oPt and to the high number of Israeli settlements which are cause of daily tension. Moreover there can be clashes among Palestinian political parties.	Unexpected conflicts and clashes	1.Life risk 2.Interruption of the activities of the project for indeterminate period	1.Unlikely 2.Likely	1.Low 2.Low/medium	Daily updating through the Italian Diplomatic Representative on the situation in the working area, personnel equipped to

						deal emergency
2	Sensitivity of Gender Based Violence among the people of Yatta, Dura and Halhul	Aggressiveness and/or revenge toward the three spots and/or the staff of family/clan	1.Damage the project idea and activities to reduce and weaken the social resources for women 2.Hurting the staff 3.Honor Killing	1.Likely 2.Unlikely 3.Likely	1.Low 2.Low 3.Low	The staffs who deal direct with the women are all local to avoid inter cultural problems. Local and international personnel is specialized in gender based violence and how to activate the network in case of honor killing risk
3						

Part II: Relocation and Evacuation

Italian NGOs follow the Directives of the Italian Ministry of Foreign Affairs, and as such are required to address this part in consultation with the official Italian Bodies in the occupied Palestinian territory (oPt). This applies to the NGO local and international staffs, as well as assets of a sensitive nature

Introduction

3. evacuation Safe Haven (countries outside the oPt)
4. list of contacts at Safe Havens

- **Means of Relocation/Evacuation**

Describe in detail air, land, and maritime as applicable, as well as description of routes, etc.

The above details are under the responsibility of the Italian Diplomatic Representative

- **List of vehicles:**

And transport available during emergencies and relocation/evacuation) including seat capacity.

Matrix indicating: NGO, Make/Type, colour, Armoured (Yes/No), Seat Capacity

The type of vehicles and transport available during emergencies, relocation and evacuation is responsibility of the Italian Diplomatic Representative

- **Medical Evacuation Plan:**

Cover only areas specific details of hospitals, details what medical support entails, ambulances, doctors, etc

The Italian Diplomatic Representative activate its medical evacuation plan

- **GPS Positioning:**

UNDP/PAPP will assist the NGO in determining the project/s GPS coordinates