

**THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN
THE AUSTRIAN DEVELOPMENT AGENCY (ADA) (THE DONOR)
AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

ADC Contract No. 2560-00/2010

This Agreement is made between the Austrian Development Agency (ADA, hereinafter referred to as “the Donor”) and the United Nations Development Programme: Programme of Assistance to the Palestinian People” (hereinafter referred to as “UNDP”).

WHEREAS the Donor hereby agrees to contribute funds to UNDP for the implementation of “Improving the Capacity of CMWU for Monitoring the Quality of Water Supply in Gaza” in the Palestinian Territories,¹ which covers the period from 1 September 2010 to 28 February 2012.

WHEREAS UNDP is prepared to receive and administer the contribution for the execution/ implementation of the project,

WHEREAS the Palestinian Authority (PA) has been duly informed of the contribution of the Donor to the project,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the project,

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 EUR 500,000.00 (Euro Five Hundred Thousand only). The contribution shall be deposited in the following bank account:

Account Holder:	United Nations Development Programme
Account Holder’s Address:	One United Nations Plaza, New York, NY 10017, United States.
Bank Name:	Bank of America
Bank Address:	5 Canada Square, London 5AQ E14, United Kingdom

¹ The programme/project is described in the project document [2560-00/2010, “Improve the Capacity of CMWU for Monitoring the Quality of Water Supply in the Gaza Strip”]. The project document is formally annexed to this Agreement.

Account: UNDP Contributions (EURO) Account
IBAN: GB59BOFA16505062722022
SWIFT Code: BOFAGB22
Payment Reference: ADC Contract No. 2560-00/2010

Schedule of payments: Payment of the full contribution shall be made in one installment upon signature of this Agreement.

(b) The Donor will inform UNDP when the contribution is paid via an e-mail message with remittance information to contributions@undp.org

2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Donor with a view to determining whether any further financing could be provided by the Donor. Should such further financing not be available, the assistance to be provided to the programme/project may be reduced, suspended or terminated by UNDP.
3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the execution/implementation of planned activities. It may be amended to be consistent with the progress of programme/project delivery.
4. UNDP shall receive and administer the payment in accordance with the regulations, rules and directives of UNDP.
5. All financial accounts and statements shall be expressed in United States dollars.

Article II. Utilization of the Contribution

1. The execution/implementation of the responsibilities of UNDP and of the Executing Entity /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 1, above.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary.
3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the programme/project under this Agreement may be reduced, suspended or terminated by UNDP.

4. Any interest income attributable to the contribution shall be credited to UNDP Account and shall be utilized in accordance with established UNDP procedures.

Article III. Administration and reporting

1. Programme/project management and expenditures shall be governed by the regulations, rules and directives of UNDP and, where applicable, the regulations, rules and directives of the Executing Entity/Implementing Partner.
2. UNDP headquarters and country office shall provide to the Donor all or parts of the following reports prepared in accordance with UNDP accounting and reporting procedures.
 - 2.1 For Agreements of one year or less:
 - (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 the Agreement, a final report summarizing programme/project activities and impact of activities as well as provisional financial data;
 - (b) From UNDP Bureau of Management/Office of Finance and Administration, 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 of Management/Office of Finance and Administration on completion of the programme/project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.
 - 2.2 For Agreements of more than one year:
 - (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of programme/project progress for the duration of the Agreement, as well as the latest available approved budget.
 - (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
 - (c) 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 the Agreement, a final report summarizing programme/project activities and impact of activities as well as provisional financial data.
 - (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the programme/project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.
 - (e) Beyond formal monitoring and reporting requirements, UNDP agrees to keep the donor informed of key issues, problems and progress in the programme /project as appropriate.

Article IV. Administrative and support services

1. In accordance with the decisions and directives 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 equal to 7%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of executing entity or 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 programme/project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the programme/project under this Agreement as well as funds which may be available to the programme/project for programme/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 PA 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.

Article VI. Equipment

Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article VII. Auditing

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP. Should the biennial Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor.

Article VIII. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the project have been completed.
2. Notwithstanding the completion of the project, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the execution/implementation of the project have been satisfied and project activities brought to an orderly conclusion.
3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with the Donor.

Article IX. Termination of the Agreement

1. After consultations have taken place between the Donor, UNDP and the programme country Government, and provided that the payments already received, are, together with other funds available to the programme/project, sufficient to meet all commitments and liabilities incurred in the execution/implementation of the programme/project, this Agreement may be terminated by UNDP or by the Donor. The 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 the Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the execution/implementation of all or the part of the project, for which this Agreement has been terminated, have been satisfied and project activities brought to an orderly conclusion.
3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with the Donor.

Article X. Amendment of the Agreement

The Agreement may be amended through an exchange of letters between the Donor and UNDP, whereby any amendments are subject to written consent by the Donor. The letters exchanged to this effect shall become an integral part of the Agreement.

UNDP is authorised to exceed individual budget items by up to 10%, but at most by up to EUR 10,000 without separate written approval by the Donor, if the exceeding of that budget item is covered by cost savings in other budget items and the approved total amount of the project is not exceeded.

Article XI. Entry Into Force

This Agreement shall enter into force upon signature and deposit by the Donor of the contribution-payment to be made in accordance with the schedule of payments set out in Article I, paragraph 1 of this Agreement and the signature of the project document by the concerned parties.

The following addresses are specified for the purpose of this Agreement:

(a) For the Donor:

Austrian Development Agency (ADA)
Zelinkagasse 2; 1010 Vienna; Austria.

(b) for UNDP

UNDP - Programme of Assistance to the Palestinian People (UNDP/PAPP);
4A Yaqubi Street P.O.Box 51359
Jerusalem

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

For ADA

Name:

Title: Head of the Austrian Representative
Office to the Palestinian National Authority

Date

For UNDP

Name:

Title: Special Representative of the Administrator,
UNDP/PAPP

Date



Annex: Project Document: *Improve the Capacity of CMWU for Monitoring the Quality of Water Supply in the Gaza Strip.*

Kurzinformation zu Vertrag		2560-00/2010 <small>(Grundzahl/Subnummer/Jahr d. Erstellung)</small>	CRS-ID
Titel: Improving the CMWU's Capacity for Monitoring the Water Quality in Gaza	Zu Vertrag	Code	Text
	Land (DAC):	550	Palestinian Administered Areas
	Sektor (DAC):	14015	water resources protection
	Form of Aid: (DAC)	2	Other resource provi.incl.Commod.
	Modalität:	B03-0	Contributions to specific-purpose
	Budgetlinie / genehm:	PL	Palestine / -
	Programm:	-	-
Sachbearbeiter/in:		Daniela Krejdl	
Vertragspartner:	706	UNDP - PAPP	
Typ des Vpartners:	40000	Multilateral organisation, unspec	
Vertragspartner:	United Nations Development Programme (UNDP/PAP)		
Adresse:	4A, Ya'kubi St., Jerusalem, Israel		
Tel/Fax/E-Mail:	+972 (2) 6268200 // +972 (2) 6268222 // registry.papp@undp.org		
Projektpartner im EL:	Coastal Municipal Water Utility (CMWU) and the Palestinian Water Authority.		
Laufzeit:	01.09.2010 - 28.02.2012		
Vertragssumme:	EUR 500.000,00		
Bericht(e) & Abrechnung(en) <small>(fällig lt. Vertrag)</small>	as of	to be submitted no later than	
Annual status report of project progress & annual certified financial statement as per Article III, § 2.2. of the agreement	31.12.2010	30.06.2011	
	31.12.2011	30.06.2012	
Final narrative report on impact of activities and provisional financial data as per Article III, § 2.2. of the agreement	28.02.2012	30.08.2012	
Certified financial statement as per Article III, § 2.2. of the agreement	28.02.2012	30.06.2013	
Vertragsinhalt (Summary):			
<p>The main aim of this project is to mitigate the health risks of heavy metals in the municipal water supply in Gaza and to protect the public health of the Gaza population by improving the monitoring of heavy metals in the water supply.</p> <p>The key objectives the initiatives aims to achieve are:</p> <ul style="list-style-type: none"> ➤ Establishing a baseline of the concentration of heavy metals (such as Arsenic, Chromium, Fluoride, Selenium) in the Gaza Aquifer. ➤ Improving the capacity of the Coastal Municipal Water Utility (CMWU) to monitor the quality of the water supply. ➤ Conducting advocacy and public awareness campaigns. <p>In order to achieve these results, UNDP together with its partner the Coastal Municipal Water Utility (CMWU) will, among others, carry out the following activities:</p> <ul style="list-style-type: none"> • Consultancy services to identify sampling stations and list of heavy metals parameters to be tested in cooperation with CMWU, Palestinian Water Authority (PWA), and MoH. • Measuring heavy metals concentration along the Gaza aquifer and establishing baseline information, which will be used to monitor pollution and identify pollution sources and possible pollutants. • Supporting the upgrading of the CMWU water quality laboratory in Deir Al Balah to be capable to perform all water and wastewater tests. • Advocacy and awareness-raising on the importance of water quality, its effect on public health and the way to prevent pollution. <p>Die Anlage zum Vertrag enthält im Anschluss an diese Kurzinformation Detailbestimmungen.</p>			
Policy Objective Markers: GENDER: - ENV: - FCC: - ADP: - CBD: - CCD: - PD/GG: - TRD: - POV: -		Tying	500.000,00
		untied:	0,00
		Status:	
		tied:	
Genehmigt mit GZ: 2560-00/2010/1-LR/2010			
Genehmigung durch: Mag. Öppinger-Walchshofer <small>(HSL, Abteilungsleiter, Geschäftsführer)</small>		Datum: 3.8.2010	

Erstellt am 23.07.2010 11:39 von Krejdl,Daniela

Datenblatt AID EFFECTIVENESS

Vertrag: 2560-00/2010
 Modalität: B03-0

Erstellungsdatum: 2010-06-22

	Yes	No
<p>Indikator 3*) – <i>Aid flows to the government sector that is reported on partners' national budgets</i> Zahlungen an den öffentlichen Sektor des PL <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN Bereitgestellte Mittel sind Teil des öff. Budgets <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Indikator 4*) – Beitrag zu Programmen der Partnerregierung für koordinierten Kapazitätenaufbau CD ist explizite Komponente des Vorhabens <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN Teil eines CD Programms des PL <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Indikator 5 – Verwendung der PL-Systeme und Prozeduren öffentliches Finanzmanagementsystem <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN Beschaffung nach PL Vorschriften und Verfahren <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN M&E-System <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Indikator 6 – Vermeidung paralleler Durchführungsstrukturen PIU <input checked="" type="checkbox"/> NEIN <input type="checkbox"/> JA <input type="checkbox"/> gemeinsame Nutzung mit anderen Gebern <input type="checkbox"/> Plan zur Umwandlung (PIA) oder Integration <input type="checkbox"/> von PL explizit gewünscht</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Indikator 9 - Programme Based Approach <input type="checkbox"/> JA <input checked="" type="checkbox"/> NEIN Siehe <i>Ticksheet</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Delegierte Kooperation <i>Delegated co-operation occurs when one bilateral donor (a "lead" donor) acts with authority on behalf of one or more other donors (the "delegating" donors or "silent partners"); delegation occurs in analytic work, project preparation, monitoring, reporting and audit, financial assistance is channelled by one bilateral donor via another to the beneficiary.</i> ADA ist <input type="checkbox"/> Lead donor <input type="checkbox"/> delegating donor</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>*) Es wird nur ein ausgewählter Teilaspekt erhoben.</p>		

PBA Eligibility Criteria - Ticksheet		Yes	No
<p>1 The host country or organisation is exercising leadership over the programme supported by donors Die Partnerregierung will das Programm umsetzen, der Geber stimmt zu - und nicht umgekehrt.</p>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>2 A single comprehensive programme and budget framework Die Partnerregierung verfügt über den Plan zur operativen Umsetzung des Programms. Plan beinhaltet logframe, Indikatoren, Zeitplan, Kostenkalkulation und Budget.</p>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>3 There is a formal process for donor co-ordination and harmonisation of donor procedures for at least two of the following systems (tick all four as appropriate): (i) reporting (gemeinsame Berichtslegung, Geber verzichten auf gesonderte Berichte) (ii) budgeting (ein gemeinsames Budget, das von einer Stelle verwaltet wird) (iii) financial management (gemeinsames Finanzmanagement, gemeinsame Finanzaudits) (iv) procurement (gemeinsame Beschaffungswesen, das von eine Stelle ausgeführt wird)</p>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>4 Your support to the programme uses at least two of the following local systems (tick all four as appropriate) (i) programme design (Programm von Partnerregierung ausgearbeitet bzw. Ausarbeitung von Regierung lokal beauftragt) (ii) programme implementation (von Partnerregierung implementiert/Implementierung von Regierung lokal beauftragt) (iii) financial management (Finanzbearbeitung & Audit von Partnerregierung durchgeführt bzw. von ihr lokal beauftragt) (iv) monitoring and evaluation (von der Partnerregierung durchgeführt oder von ihr lokal beauftragt)</p>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p style="color: red;">Bei Ergebnis Yes ≥ 6 liegt nach Definition DAC ein PBA vor</p>			

Bitte unter 02a) AE Vertragsnummer speichern.

Expert opinion on Gender Criteria

General Information

Project Number 2560-00/2010

Title Support to UNDP Gaza : Testing Concentration of Heavy Metals in Gaza Water Aquifer

Short description

The main aim of this project is to mitigate the health risk of heavy metals in the municipal water supply in Gaza and to protect the public health of the Gaza population by improving the monitoring of heavy metals in the water supply.

The key objectives the initiative aims to achieve are:

- 1) Establishing a baseline of the concentration of heavy metals (such as Arsenic, Chromium, Fluoride, Selenium) in the Gaza Aquifer.
- 2) Improving the capacity of the Coastal Municipal Water Utility (CMWU) to monitor the quality of the water supply.
- 3) Conducting advocacy and public awareness campaigns.

In order to achieve these results, UNDP together with its partner the Coastal Municipal Water Utility (CMWU) will, among others, carry out the following activities:

- Consultancy services to identify sampling stations and list of heavy metals parameters to be tested in cooperation with CMWU, Palestinian Water Authority (PWA), and MoH.
- Water samples analysis: Measure heavy metals concentration along the Gaza aquifer and establish baseline information, which will be used later on to monitor pollution and identify pollution sources and possible pollutants. In case the CMWU recognizes any contamination with serious levels according to international standards, it will call for meeting for all concerned parties and present the results to take the necessary actions. At the same time, the CMWU will take the necessary steps to contain the source of pollution and isolate it for the consumers. Also, it's expect from the consultant who will be hired to advise in case there are known issues. The consultant also will formulate mitigation measures.
- Support the establishment of CMWU water quality laboratory on the two locations in Deir Al Balah and Khan Younis to be capable to perform all water and wastewater tests as requested by regulator (Palestinian Water Authority and Ministry of Health);
- Advocacy and awareness-raising of the importance of water quality, its effect on the public health & the way to prevent pollution.
- Public health education on the differential impacts of poor water quality on different population groups, with specific emphasis on safeguarding children.

Final conclusion

Gender

From a gender point of view the project is recommended. Improvement of the project may be achieved when the recommendations are followed.

Gender Marker: GEN0

Date:

B.Holzner
Gender consultant

Gender considerations

The project contains contributions to gender equality. Their effectivity should be improved.

a Dokumentation

The Gender Questionnaire has been filled in .

c1 Strategies

This project is a technical project whose outcomes will affect public health. The ADA contribution is limited to the technical (i.e. testing of water quality aspects).

Recommendation

As mentioned in the project proposal 'advocacy and public awareness campaigns' are foreseen. These campaigns are very important in order to reduce/avoid negative effects on health due to contaminated water. Elaborate dissemination and campaign strategies, under the involvement of women's groups, youth clubs, teachers, religious leaders, etc. still need to be developed, but this objective is obviously beyond the direct scope of this project as it involves other stakeholders (ministries of health, education, family welfare).

However, it should be made sure that the results of the water testing are communicated to the relevant authorities and that a follow-up mechanism is in place.



Expert opinion on Environmental Criteria

General Information

Project Number 2560-00/2010

Title Support to UNDP Gaza : Testing Concentration of Heavy Metals in Gaza Water Aquifer

Short description

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The key objectives the initiative aims to achieve are:

- 1) Establishing a baseline of the concentration of heavy metals (such as Arsenic, Chromium, Fluoride, Selenium) in the Gaza Aquifer.
- 2) Improving the capacity of the Coastal Municipal Water Utility (CMWU) to monitor the quality of the water supply.
- 3) Conducting advocacy and public awareness campaigns.

Final conclusion

Environment

The project contains all required measures for environmental protection. From an environmental point of view an implementation is therefore recommended.

Environment Marker: ENV1

Climate Change Mitigation: 0

Climate Change Adaption: 0

Biodiversity Conservation: 0

Combat against Desertification: 0

Date: 28.06.2010

Sandra Wibmer
Environmental consultant

Environmental considerations

Ground- and surface waters

The project aims at establishing a system for monitoring of heavy metals in the Gaza Aquifer. A valid baseline and continuous monitoring of heavy metal concentrations are a prerequisite to identify potential sources of pollution and to be able to take informed decisions that address current pollution problems and avoid future contamination.

Soils

Impacts on soils are not likely.

Biosphere (plants, animals, human health)

Impacts on the biosphere are not likely.

Recommendations and comments

