



**THIRD-PARTY COST-SHARING AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)  
AND BANK OF PALESTINE (BOP) (THE DONOR)**

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as "the Contribution") for the implementation of Periodic Maintenance of governmental schools in Gaza strip project.(hereinafter referred to as " Project"), as described in the Project document [Project no. Periodic Maintenance of governmental schools in Gaza strip.], in [Gaza strip/oPt], and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the contribution for the implementation of the Periodic Maintenance of governmental schools in Gaza strip project,

WHEREAS the Government of Palestine 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 (hereinafter referred to as the "Implementing Partner"),

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

**Article I. The Contribution**

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of One Hundred and fifty thousand US Dollars (**USD 150,000**). The Contribution shall be deposited in the:

JP Morgan Chase  
1166 Avenue of the Americas, 17th Floor  
New York, NY 10036-2708  
ABA# 021-000021  
Account# 015-002284Swift code: CHASUS33



Schedule of payments

April 2015  
April 2016  
April 2017

Amount

USD 50,000  
USD 50,000  
USD 50,000

(b) UNDP shall contact the Donor one month prior to when each payments is due in order to request such payment from the Donor such request shall include the amount of the due payment, as well as the details of the bank account it should be transferred to and signed by UNDP

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

2. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended with the express agreement of the donor to be consistent with the progress of project delivery.
3. UNDP shall receive and administer the payment in accordance with the regulations, rules, policies and procedures of UNDP.
4. All financial accounts and statements shall be expressed in United States dollars.

**Article II. Utilization of the Contribution**

1. The implementation of the responsibilities of UNDP and of the Implementing Partner pursuant to this Agreement and the project document shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment as set out in Article I, Paragraph 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. The Donor shall have the discretion to obtain the additional funds required, without any obligation to do so.

3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the Donor decided not to contribute additional financing required in accordance with Paragraph 2 above, and such additional financing is not forthcoming from other sources, the assistance to be provided to the /project under this Agreement may be reduced, suspended or terminated by UNDP.

4. Any interest revenue attributable to the Contribution shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures

### **Article III. Other Partners and Contributions from other Sources**

UNDP shall not accept any contribution or partner from the banking sector without the prior written approval of the Donor.

### **Article IV. Administration and Reporting**

1. Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.

2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.

- (a) From the country office (or relevant unit at Headquarters in the case of regional and global projects) an annual status of /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 /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 project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

3. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.

#### **Article V. Administrative and Support Services**

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee equal to 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.

2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the project under this Agreement as well as funds which may be available to the project for /project costs and for support costs under other sources of financing.

#### **Article VI. Evaluation**

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



## **Article VII. 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 VIII. Auditing**

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

## **Article IX. Advertisement of the contribution**

1. The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of [], its products or services. For the purposes of this agreement commercial purposes shall mean direct use of the UNDP's name or emblem in order to promote specific services provided by the Donor.
2. The Donor 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.
3. The Donor may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the contribution of the Donor are subject to consultations between the Parties, and the prior written agreement of UNDP.



4. The Donor Shall contact UNDP three working days in advance for permission in case the Donor intended to use the UNDP's Name or emblem in any press release on the Donor's website or social media and other media tools or social media activities. The Donor shall provide UNDP with the details of such press release and its intended proposes. UNDP shall not withhold such permissions with a reasonable justification.
5. UNDP shall provide the Donor with Photos which document the progress of the project in addition success stories and other documents regarding the progress of the project. Such photos, stories and documents are to be used by the Donor for press releases as described in Article IX Paragraphs 4 above. The Photos and other materials provided shall to be credited accordingly.
6. The UNDP shall add the Donor's name and emblem to its donors list. Additionally, the UNDP shall also reference the Donor in any news item or visibility product related to the contribution made.
7. UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.
8. UNDP shall not use the Donor's Name or emblem without the prior approval of the Donor. UNDP shall contact the Donor three working days for permission before any intended use of the use the Donor's Name or emblem.

#### **Article X. Completion of the Agreement**

1. UNDP shall notify the Donor when all activities relating to the Project have been completed in accordance with the Prodoc.
2. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and the Project activities brought to an orderly conclusion.
3. If the unutilized funds 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. Such consultation shall not under any circumstances create any further commitments from the Donor to UNDP, unless the Donor, subject the Donor's absolute discretion, elects to do so.

4. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. . Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

#### **Article XI. Termination of the Agreement**

1.This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the programme country Government, and provided that the funds from the Contribution already received are, together with other funds available to the Project sufficient to meet all commitments and liabilities incurred in the implementation of the Project. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.

2.Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and the Project activities brought to an orderly conclusion.

3.In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

#### **Article XII: Notice**

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

- (a) To the Donor: Bank of Palestine



Address: Bank of Palestine  
Ramallah, Palestine

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

Donor email address: [hiba.tantash@bankofpalestine.com](mailto:hiba.tantash@bankofpalestine.com)

(c) To UNDP: Roberto Valent, Special Representative of the Administrator

Address: United Nations Development Programme  
Programme of Assistance to the Palestinian People.  
3 Yaqubi street, Jerusalem, P.O Box 51359

### **Article XIII. Amendment of the Agreement**

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

### **Article XIV. Settlement of Disputes**

1. The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.

2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The





Empowered lives.  
Resilient nations.

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 XV- Privileges and Immunities**

Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

#### **Article XV. Entry Into Force**

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

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

For the Donor:

(Name): Mr. Hashim Shawa  
(Title): Chairman and General Manager  
Bank of Palestine  
(Date):

For the United Nations Development Programme:

(Name): Mr. Roberto Valent  
(Title): Special Representative of the Administrator  
UNDP/PAPP  
(Date):