

THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT
(THE DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
[AusAID AGREEMENT No. 55149]

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis for the execution/implementation of Northern Border Mine Clearance Project Phase II in Jordan. The project is described in the project document [Northern Border Mine Clearance Project Phase II]. The project document is formally annexed to this Agreement¹

WHEREAS this bilateral Agreement between the Donor and UNDP stipulates the terms and conditions of the contribution, and is not an international treaty,

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

WHEREAS the Government of Jordan has been duly informed of the contribution of the Donor to the programme/project,

WHEREAS UNDP shall designate an Executing Entity / Implementing Partner² for the execution/implementation of the programme/project (the Executing Entity /Implementing Partner),

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

Article I. Scope and Objective

1. This Agreement sets forth the terms and procedures for the Donor's contribution to the programme/project as described in the project document.
2. The Goal of the programme/project is:
Mines and other ERW are no longer an obstacle to development in Jordan
3. The Objectives of the programme/project are:
Assist Jordan in meeting its obligations under article 5 of the Mine Ban Convention by contributing to the clearance of a 104 km mine belt containing an estimated 136,000

¹. For UNDP programme activities carried out under the harmonized operational modalities, the project document is comprised of the Country Programme Action Plan and Annual Work Plans.

² "Implementing Partner" for UNDP programme activities carried out under the harmonized operational modalities and "Executing Entity" for UNDP programme activities not carried out under the harmonized operational modalities.

landmines in an area of approximately 10 million m² of land along the Jordan-Syria border (Northern Border Project (NBP). See attached project document "Northern Border Project – Completion Phase".

4. The duration of the Agreement is from signature of the document by both parties 1 June 2010 - 31 May 2011.

Article II. The Contribution

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of [AUD1,000,000]. The contribution shall be deposited in the [bank and bank account].

UNDP Contributions Account (AU\$)
Account #816601
Reserve Bank of Australia
65 Martin Place
Sydney NSW 2000
SWIFT: RSBKAU2S

<u>Schedule of payments</u> ³	<u>Amount</u>
1 June 2010	AUD1,000,000

- (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 after written notification to the Donor by UNDP.

³ It is recommended that country offices negotiate the number of installments to ensure at least six months' anticipated disbursements are funded with each installment. This will make processing of contributions and reporting more efficient for the country offices.

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 in accordance with Article XII 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 III. 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 II, 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 use its best endeavours to obtain the additional funds required.
3. If the payments referred to in Article II, 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 after written notification to the Donor 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 IV. 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, provided that they do not contravene the regulations, rules and directives of UNDP. In case of contradiction, regulations, rules and directives of UNDP shall prevail.
2. Programme/project management shall be in accordance with UNDP policies and practices in relation to anti-corruption and prevention, detection and investigation of fraud and recovery of funds the subject of fraud.

3. 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.

3.1 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 (including progress in achieving activities' goal and objectives) 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 programme/project.

4. 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 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 the 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 VI. Evaluation

All UNDP programmes and projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Jordan 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 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 IX. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the programme/project have been completed.
2. Notwithstanding the completion of the programme/project, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred, prior to the date of receipt of the notice, in the execution/implementation of the programme/project have been satisfied and programme/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 refunded to the Donor or may be used by UNDP as agreed in writing with the Donor.

Article X. 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, prior to the date of receipt of the notice, 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 refunded to the Donor or may be used by UNDP as agreed in writing with the Donor.

Article XI. Counter-Terrorism

Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Donor to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use all reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism. If, during the course of this Agreement, UNDP discovers a link with any organization or individual associated with terrorism it shall inform the Donor immediately.

Article XII. Amendment of the Agreement

The 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 the Agreement.

Article XIII. Resolution of Disputes

Any dispute between UNDP and the Donor over its interpretation or application (or both) shall be resolved amicably between the Parties.

Article XIV. Entry Into Force

1. 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 II, paragraph 1 of this Agreement and the signature of the project document by the concerned parties.

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



For the Donor:
Natasha Smith
Assistant Director General
Date: 28/5/10



For the United Nations Development Programme:
Luc Stevens
UN Resident Coordinator, UNDP Resident Representative
Date: 26 May 2010





الهيئة الوطنية لإزالة الألغام وإعادة التأهيل
THE NATIONAL COMMITTEE FOR DEMINING AND REHABILITATION



Northern Border Project – Completion Phase

Funding Period: 2010-2011

**Submitted by the National Committee for Demining and
Rehabilitation**

January 2010
Amman, Jordan

Description

Title

Northern Border Mine Clearance Project (NBCP): Phase II

Project Structure

(i) Implementation

-National Committee for Demining and Rehabilitation (NCDR)



(ii) Execution

-Norwegian Peoples Aid (NPA)



Location

108 mine-belt along the northern Jordanian border with Syria stretching from Emrawa in the west, to Tal-AI-Washasa in the east.

Amount Required

€3,718,502

Duration:

-April 2010-Nov 2011

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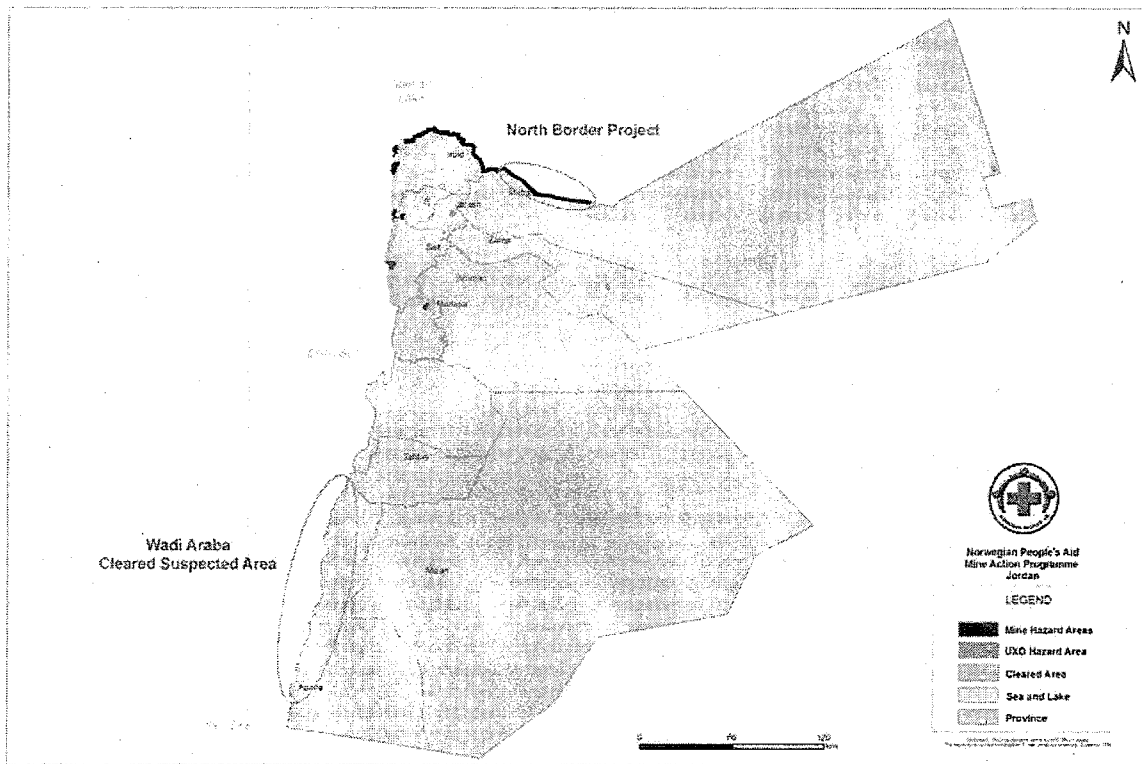
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1. Introduction

1.1 Jordan

The mine and unexploded ordnance (UXO) problem in Jordan derives from the 1948 partition of Palestine, the 1967–1969 Arab-Israeli conflict, and the confrontation with Syria in 1975. The minefields are limited to three major areas, the Northern Highlands, Jordan Valley and Wadi Araba in the south. Basic maps were kept for all minefields. There are also UXO in a small number of areas centered in the Ajloun and Irbid governorates.

According to military estimates, some 305,000 antipersonnel and anti-vehicle mines were laid on Jordanian territory (73,000 Israeli and 232,000 Jordanian mines). Jordan's mine action plan of June 2005 states that 35 million square meters of land across 314 minefields remained contaminated with 203,094 mines, of which 156,371 were antipersonnel mines.



The Jordan Landmine Retrofit Survey (LRS) indicated that landmines in Jordan directly affect over 500,000 people, representing eight percent of the population, the majority of whom are said to be women and children. Mine contamination blocks access to valuable agricultural land, delays

irrigation and hydroelectric projects, restricts housing construction, and isolates historic and cultural heritage sites. Access to natural resources is important in Jordan, as it suffers acute water scarcity and population growth is substantial.

1.2 NPA Mine Action in Jordan

The NPA Mine Action Programme in Jordan is conducting operations following land release principles. Operational procedures are based upon and in accordance with IMAS 08.20 Land Release, 08.21 Non-technical Survey and 08.22 Technical Survey. The concept ensures a reliable system of information gathering and analysis (Survey) with a clear objective of releasing Suspected Hazardous Areas (SHA) by other efforts than full clearance. The Land Release concept thus also ensures that minefield polygons are accurately defined, resulting in a targeted and effective use of expensive and slow clearance assets.

As the methods of land release currently are under development and the core principles of this approach need to be accepted on the global level, NPA will strive to validate and support the implementation of this new paradigm by working closely with the NCDR to ensure that policies are produced and the essential methodology is applied in all planning and implementation.

The choice of NPA's area and mode of operations is based on national priorities and NPA's country strategy. In 2006, NPA completed the Landmine Retrofit Survey (LRS) which assessed the impact on the local communities as well as technically assessed and recorded operational data on each minefield. In 2008, NPA completed its Wadi Araba/ Aqaba project, clearing over 50,000 mines from all the Israeli minefields that run between the Dead Sea and the Red Sea at the Port of Aqaba. In April 2008, NPA began clearance on Jordan's Northern border with Syria. The project is called the Northern Border Project (NBP).

2. Current status of the Northern Border Project (NBP)

2.1 General

The NBP is a very different challenge than the Wadi Araba/ Aqaba project. The 104 kilometres of continuous minefield with, an estimated 136,000 mines, varies in width from 30 metres to almost 1 kilometre with changing topography, ground conditions, rock mineral content, and vegetation throughout. It is also a mixed minefield with anti-personnel (AP) and AV-(antivehicle) mines, each which is guarded by 3 AP. In addition, reinforcement minefields also with bounding mines have been laid randomly and scattered along the whole NBP without proper recording, complicating the clearance/verification implementation significantly.

Large rocks over and under the surface makes the use of machines difficult and metal contamination/lava rock increases the number of false indications to a point where most detectors cannot be used in the area. In a recent effort to overcome this technical limitation NPA has worked with the the mine detector producer – Minelab -- and developed a much improved software which has dramatically reduced the number of false indications and increased the deminers productivity.

Through the 2006 LRS, 93 minefields were recorded and these have been organised into 50 tasks which are being cleared, verified and handed over to the NCDR one by one.

The NPA Mine Action programme in Jordan coordinates all activities through the national authorities, the National Committee for Demining and Rehabilitation (NCDR) as we are their implementing partner. We also liaise and cooperate with the Royal Engineer Corps (REC) and the UNDP.

NPA started the field operations at the NBP at 1st April 2008 and as of the middle of January 2010, these are the operational results:

Progress from 1 April 2008 to 15 January 2010	
Clearance (manual):	370,700m²
Total ground prepared (manual and mechanical):	123,781m²
Verification:	2,196,012m²
AP mines removed:	35,656
AT mines removed:	16,887

The total number of mines removed so far at the NBP is **52,543**, which leaves **83,457**, or 61,4% remaining from of the original estimate of 136 000.

After a slow start with newly trained and inexperienced staff with new equipment, the project has really gained considerable momentum over the past few months and the productivity has increased substantially: NPA intends to keep this trend going and based on this final phase proposal believe the clearance, verification and QC of the North Border can be completed by May 2012.



Manual deminer working on the NBP

3. NPA's Mission in Jordan

3.1 Long Term Development Objective

Mines and other ERW are no longer an obstacle to development in Jordan

3.2 Immediate Development Objective

Assist Jordan in meeting its obligations under article 5 of the Mine Ban Convention by contributing to the clearance of a 104 km mine belt containing an estimated 136,000 landmines in an area of approximately 10 million m² of land along the Jordan-Syria border (Northern Border Project (NBP)).

3.3 Planned Outputs/Results

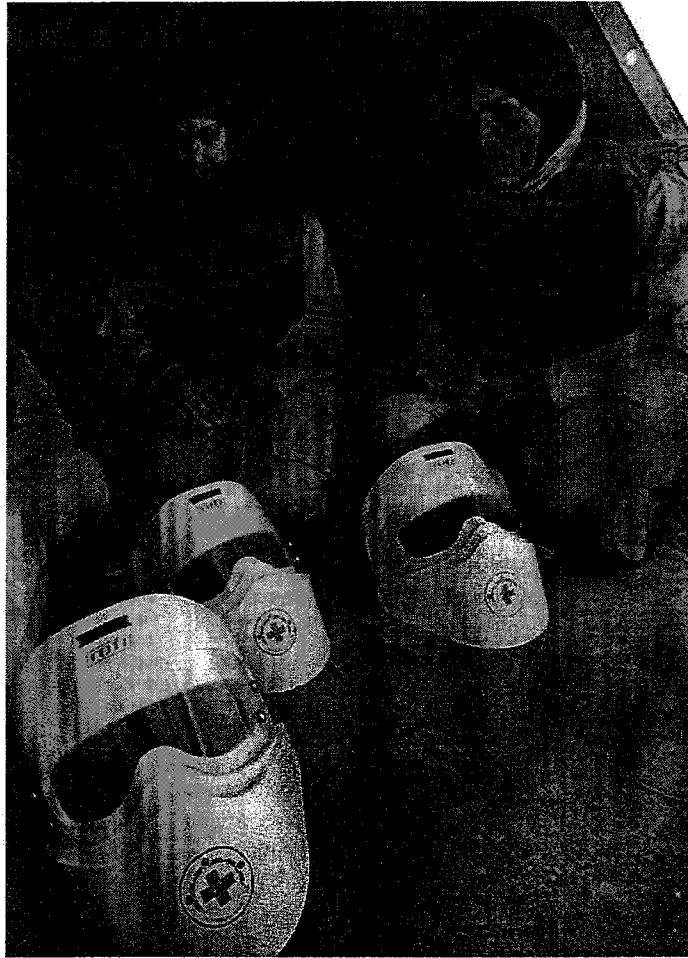
Based on the above objectives and the work completed between April 2008-November 2009 outputs are planned for the period April 2010-June 2011:

1. Implement mine clearance operations with 18 manual demining teams each consisting of 6 staff, and 1 manual verification team consisting of 13 staff.
2. Conduct verification of cleared areas using 2 x mini-MineWolf, 1 x MineWolf and 10 x Mine Detection Dogs totalling 28 staff.

3. All necessary information gathered in order to accurately quantify the size of the total project and the 50 tasks to ensure that existing resources allocated to the project are appropriate to the task.
4. A total of 200 personnel will directly and indirectly conduct field operations where the objective is to manually clear an average of 4,750 mines per month, 20,000 m² per month and verify some 320,000 m² per month using a combination of machines and dogs. This will be mapped, marked on the ground and handed over to the NCDR for Quality Control.
5. Recorded and identified minefields will be cleared according to Jordanian NTSGs.

3.4 Indicators

1. 18 manual demining teams and 1 manual verification team continuously operating at the NBP.
2. Continuously operating the 3 machines and 10 Mine detection Dogs at the verification process after the clearance.
3. Proper allocation of mine clearance resources and assessment of the end date
4. The Syrian border minefields will be removed according to Jordanian NTSG as per obligations under the Mine Ban Convention.
5. Suspect Hazardous Areas re-classified as cleared in the national data base as clearance, verification and Quality Control of each individual task is completed.
6. NPA Jordan must ensure that all parts of the organisation, administratively and in the field operations keep focus on removing the estimated 136,000 mines at the NBP. It means ensuring that all the field staff on a daily basis knows exactly where they need to conduct their operations and all support they need is provided in order to be effective and productive. The NBP clearance plan is continuously revised as the clearance progresses in order to make sure we have the right data and make the right decisions regarding methodologies, tools and organisational set-up
7. The clearance of the NBP is very linked to Jordan's obligations under the Mine Ban Convention and their deadline of completing the task of removing all known minefields by May 2012.
8. NPA currently employs the first and only female demining team in the region.



Deminers from the female demining team in the resting area

3.5 Activities

1. Support the NCDR-NPA field operations at the NBP through efficient management of the Administrative, Financial and Logistical support functions at the Jaber field office and the Amman Head Office.
2. Equip and train deminers and Mine Detection Dog Handlers. (deminers already trained but need more mine detectors)
3. Continuous integrated mine clearance and verification operations using the manual, mechanical and dog assets available.
4. Quality Management undertaken throughout all phases of the project (NPA internally and NCDR externally)



Mini-MineWolf operating at the NBP

3.6 Time-frame NPA Mine Action Jordan (2010-2011)

Both the NCDR and NPA intend to complete the NBP by Jordan's revised deadline under the Mine Ban Convention which is May 2012. This however, largely relies on raising enough funding for the resources necessary in order to complete the project within the mentioned time-frame.

NPA plans to complete the clearance operations by the end of June 2011, and the verification operations by the end of December 2011. This can be completed with 18 manual demining teams, 3 machines and 10 Mine Detection Dogs, but will cost approximately €3,720,000.

If the required funding for 2010 and 2011 is not met, the deadline for completing the project will subsequently have to be moved. NPA stays committed to complete the NBP as soon as it is financially and practically possible.

3.7 End state goal for NPA Mine Action Jordan

Jordan has reached its revised Article 5 obligations under the Mine Ban Convention through removing all landmines in the country.

3.8 Role of the NCDR Quality Management Team (QMT)

NCDR Quality Management Team (QMT) is providing quality assurance/control on all training, equipment, methodologies, and implementation of the clearance process within the framework of the

Jordan National Technical Standards and Guidelines (NTS&Gs). All this is done in accordance with accredited standard operation procedures submitted by NPA to NCDR. A second vital part of the QMT's responsibility is post-clearance sampling, verification, certification, and handover of cleared land. Under the auspices of the QMT, all records and certificates are cross-referenced and then entered into the NCDR's IMSMA database. The 14 member NCDR QMT has been funded by the European Commission through to November 2011. Based on NPA's workplan there will be a need to mobilize funds for the NCDR to cover approximately 6 months (Dec '12-May '12) which will be undertaken when a clearer picture of the exact need is determined.



Deminer neutralizing and disarming a blast mine

4. Input and resources

As previously described, the NBP can be completed by the end of 2011 provided NPA has the following resources:

- Programme and operational management
- Administration, financial and logistic support

- 18 x manual demining team each consisting of 6 staff
- 1 manual verification team consisting of 13 staff
- 2 x mini-MineWolf machines
- 1 x MineWolf
- 10 x Mine Detection Dogs

The total budget required in order to complete the project is €3,718,502 with €2,715,832 allocated for 2010 and an estimated €1,002,670 for 2011. The reason for the large difference is the need for capital investments related mainly to the procurement of a Minewolf flail in 2010.

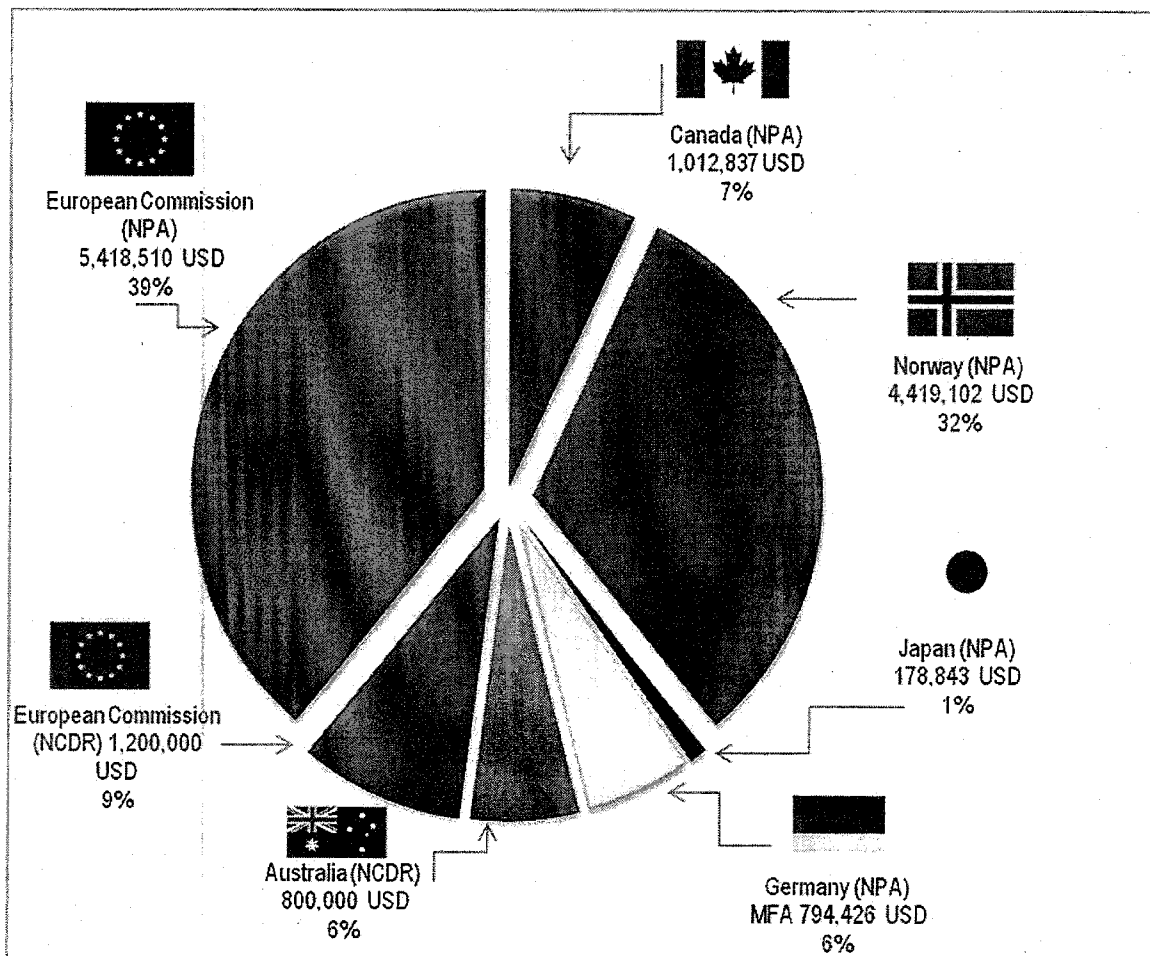
4.1 Project budget

Please see below for budget overview:

	2010	2011
Capital Investments	1,146,611	
Materials/Supplies	120,263	63,963
Expatriate Staff	0	0
Local Staff	1,191,143	827,883
Transport & Travel	68,621	30,350
External Consultants	3,328	2,124
Running Costs	29,180	16,970
Direct HQ Support	23,347	13,380
Financial Costs	4,014	0
Admin NPA HQ	129,325	48,000
Total Budget	€2,715,832	€1,002,670

A detailed budget breakdown has been produced and will be provided on request.

4.2 Project Funding Status 2008-2010 (\$13.8 million)



THE APPLICANT

LEGAL NAME	National Committee for Demining and Rehabilitation
Acronym	NCDR
Nationality	Jordanian
Legal status	Government Organization
Official address	Amman, Jordan
Contact person	H.R.H. Prince Mired Bin Raad Chairman
Telephone number	962 6 5859615
Fax number	962 6 5859614
E-mail	chairman@ncdr.jo.org
Internet site	www.ncdr.org

EXECUTING PARTNER

EXECUTING PARTNER	
Full legal name	Norwegian People's Aid (NPA)
Nationality	Norwegian
Legal status	NGO
Official address	Amman, Jordan
Contact person	Per H Breivik – Programme Manager
Telephone number	+962 (6)585 3948
Fax number	+962 6 58 10 943
E-mail address	perbr@npaid.org
Number of employees	220
Other relevant resources	Norway, Canada, Japan, Germany
Experience of similar actions, in relation to role in the implementation of the proposed action	-North Border Phase I ('08-'10) -Wadi Araba/Aqaba -Global
History of cooperation with the applicant	NAP and NCDR have been working together for the past 5 year on the Wadi Araba project and North Border project

