

Rijnstraat 8  
2515 XP Den Haag  
Postbus 20061  
2500 EB Den Haag  
Nederland  
[www.rijksoverheid.nl](http://www.rijksoverheid.nl)

Datum 28-09-2018

Betreft Wob-request E3480614

Dear [REDACTED],

In your email received on 07-16-2018, you requested information on the funding of the Palestine Liberation Organisation's Negotiations Affairs Department or Negotiations Support Unit, invoking the Government Information (Public Access) Act (*Wet openbaarheid van bestuur*; WOB).

The documents you requested concern 1) the total funding (broken down by year) given to the Palestine Liberation Organization's Negotiations Affairs Department or Negotiations Support Unit and 2) copies of all funding agreements relating to this aid.

Your application falls within the scope of the Government Information (Public Access) Act.

#### **Specification of documents**

In response to your application, a total of 12 documents have been found.

#### **Decision**

I have decided to grant your application and to disclose the information you requested. As you will see, I disclose the 12 documents excluding the personal data they contain. The reasons for this decision are set out in the next section.

The ministry does not hold a document containing an overview of the funding broken down by year, but you can find the information you seek enclosed in the documents that have been found.

*Respect for personal privacy*

Section 10, subsection 2, opening words and (e) of the WOB provides that information should not be disclosed if the interest in disclosure is outweighed by the interest in respect for personal privacy.

**Datum**  
28-09-2018

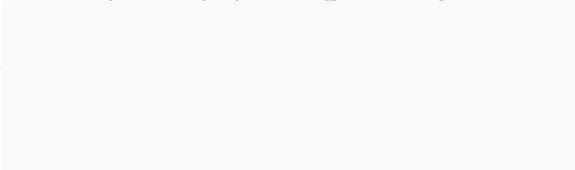
**Onze referentie**  
MINBUZA-2018.1061115

The document contains information affecting personal privacy, namely names, e-mails, telephone numbers and signatures. I consider that in relation to this data the interest in respect of personal privacy should outweigh the interest in disclosure. I have accordingly decided to withhold this information.

The following is relevant in cases involving the names of civil servants. The interest in respect for personal privacy can admittedly be invoked only to a limited extent in cases involving the functioning of individuals in their capacity as public servants. The situation is different, however, where a case involves disclosure of the names of civil servants. This is because names are personal data, and the interest in respect for personal data is a valid ground for opposing their disclosure. It should be noted here that this is not about giving a name to an individual citizen who wishes to contact a civil servant, but about disclosure of the name within the meaning of the WOB.

The 12 documents are enclosed with this decision in the form of photocopies and will be emailed to you.

Yours sincerely,  
For the Minister of Foreign Affairs,



Geoffrey van Leeuwen  
Director of the North Africa and Middle East Department

**Objections clause**

Within six weeks after this decision is sent, a notice of objection may be lodged. The notice of objection must be signed and dated and include the name and address of the person submitting it, a description of the decision against which the objection is being lodged and the grounds on which it is based. The notice of objection should be addressed to the Minister of Foreign Affairs, Legal Affairs Department, Rijnstraat 8, 2515 XP, The Hague, The Netherlands.

**Arrangement between the Netherlands Minister  
for Development Co-operation and the  
Palestinian Liberation Organisation - Negotiations Affairs Department**

Whereas the Netherlands Minister for Development Co-operation (hereinafter referred to as the Minister) is prepared to support the project "Support to the PLO Negotiations Affairs Department". project no: OT020101 act. no. of Minister as well as reference number of agency, for a total amount not exceeding 2.839.850 Netherlands Guilders (NLG) (1.288.668 Euro):

Whereas the PLO Negotiations Affairs Department (hereinafter referred to as the Organisation) is prepared to take the responsibility for the implementation of this project:

Whereas the purpose of the project is to support the Palestinian Negotiations on the issues of Jerusalem:

Now therefore, the Minister and the Organisation come to the following arrangement:

1. The project will be implemented as from November 1<sup>st</sup>, 2001. It will be completed by 31<sup>st</sup> October, 2003.
2. The Organisation will be responsible for the provision of services as specified in the project document as annexed to letters dated 13 September, 2001:  
The Organisation will make every possible effort to ensure timely and full implementation of the project. Any changes in the project or in the implementation will only be possible upon the written consent of both signatories.
3. Within four weeks of signing of this contract, the Organisation shall prepare a separate Memorandum of Understanding (MoU) between the Negotiations Affairs Department (hereinafter referred to as 'NAD') and the Adam Smith Institute for the implementation of the project, stipulating the tasks and responsibilities between both parties, and present this to the Minister for approval.
4. Within 4 weeks of the date of signature by both signatories of this contract, the Organisation shall appoint a Project Steering Committee, consisting of the NAD Director General, the Adam Smith Institute's delegated Project Manager, a senior representative from the Orient House, and a senior representative from the Netherlands Representative Office. The PSC meetings will be chaired by NAD.
5. The Project Steering Committee (PSC) will convene every three months, on the basis of a mutually agreed upon agenda, to discuss the progress of the project in all its facets. Additional ad hoc meetings can be convened by any of the parties should the need arise. The agenda and the three-monthly progress report (written in accordance with a pre-determined format) will be submitted to the PSC members at least 5 workdays in advance.
6. The Organisation shall invite the Minister to attend all meetings between NAD and the donor community supporting it.
7. The Organisation shall provide the Minister with detailed job descriptions of all permanent staff employed to work on NSU Jerusalem File, as an addendum to the first workplan.
8. The Organisation shall make all necessary arrangements for an independent external evaluation, to be carried out in mid-July 2003. The Organisation shall prepare a Terms of

Reference and identify possible candidates and present these to the Minister for approval before May 1, 2003. The expenses will be covered out of the overall project budget.

In a separate Memorandum of Understanding between the parties, the roles and responsibilities of 10 [REDACTED] in relation to the project will be listed in detail. The MoU shall be signed by both signatories on or before December 31<sup>st</sup>, 2001. The Minister shall sign a separate contract with 10 2 e [REDACTED], based on the MoU, for a two year period.

10. Within two months of each 12-month period, an external audit will be carried out by an international accountant firm. The Organisation shall make all necessary arrangements, prepare a ToR, identify possible candidates and present these to the Minister for approval. The expenses will be covered out of the overall project budget.

11. The equipment purchased by the Organisation for the execution of the project will be used for project-related purposes only.

12. The Organisation shall notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the Organisation shall propose a revised schedule for approval. The Minister shall inform the Organisation in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his decision concerning the proposed alterations to the schedule.

13. The contribution of the Minister to the project will be provided up to a maximum of US\$1.095.000 (1 million, ninety five thousand US dollars only). The contribution will however not exceed a maximum amount of Netherlands Guilders (NLG) 2,839,850.- or Euro (€) 1,288,688/= including project costs proper, programme support costs and provision for contingencies.

14. Funds due to the Organisation under this arrangement will be transferred in instalments. The transfer of the first instalment of NLG 836,535 / € 379,603 will be made to the bank-account-number of the Organisation as indicated at the bottom of the signed Arrangement, after receipt by the Minister of a duly signed and dated original of this Arrangement. Subsequent instalments will be transferred after receipt of a written payment request as well as the applicable financial and progress reports submitted by the Organisation. The instalments will take into account the reports and be based on actual project progress achieved and real project liquidity needs. The Minister reserves the right to fulfil the obligations of the Minister where and as applicable in the legally acceptable currency of the Netherlands at the moment of payment.

15. The contribution of the Minister will be provided only for project activities which have actually taken place and will be based on actual costs incurred.

Any interest accrued from temporary credit balances of project funds will be used to supplement funds available to the project, in consultation with the Minister, or returned to the Minister upon her request.

The Organisation will administer and account for the funds in accordance with its financial regulations and other applicable rules and procedures and practices and keep separate records and accounts for the project.

16. The Organisation shall submit detailed 6-monthly work plans to the Minister for discussion. The first such work plan will be submitted to the Minister within 4 weeks of signing of this contract. The work plan will in detail list the envisaged activities per

objective, the allocation of means activity and the necessary timeframe. A liquidity plan will also be included.

The Organisation will submit six-monthly reports in writing drawn up in the English language. The first report will cover the period from November 1<sup>st</sup> 2001 - April 30<sup>th</sup> 2002 and will be submitted before the first of June. The second report will cover the period May 1<sup>st</sup> - October 31<sup>st</sup> 2002 and will be submitted before the first of December, etc. The narrative report shall include an overview of the activities and objectives referred to in the work plan, and an explanation of any discrepancies. The report shall list the staff and equipment that were required for each activity.

The report will also contain a financial report, including an overview of the Organisation's estimated and actual revenue and expenditure, where relevant to the activities for which the contribution was awarded, and an overview of advance payments made by the Minister. Each budget item must be accompanied by a separate explanatory note. The Organisation will submit reports and statements of account and requests for payment in the currency of the budget.

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2.4.4. Within six months of the end of the activity, the Organisation shall account for the use made of the contribution in a well-documented final report, comprising a narrative report describing the results achieved and how they compare with the objectives formulated at the start of the project and any subsequent approved changes, together with a financial report in the form of a financial statement, accompanied by an auditor's report by a auditing accountant. The accountant shall carry out the activities set out in Appendix 2 in accordance with the said appendix and shall incorporate in his report the text given therein. The costs of the audit shall be borne by the Organisation.

The financial statement shall contain at least the following items:

- a. the total amount of the instalments disbursed by the Minister;
- b. an itemised overview of all financial reports submitted to the Minister by the Organisation in connection with this agreement;
- c. an overview of the total expenditure financed from the contribution.

After receipt of the final report referred to in article, the Minister shall determine the definitive amount of the contribution within three months. On this basis, accounts shall be settled with the Organisation. Funds made available by the Minister which remain unspent after determination of the definitive amount shall be returned immediately and unconditionally to the Minister.

The Organisation and the Minister will from time to time, at the request of either signatory, exchange views through their representatives with regard to the progress of the project, the progress of the relevant implementing agency in executing the project in conformity with the anticipated time-table and budget for the programme.

The Minister may, after prior consultation with the Organisation, reduce or terminate the contribution to the project. If funding is reduced or terminated, costs already incurred by the Organisation until that date will be reimbursed and, within reasonable limits, future financial commitments entered into by the Organisation will be covered by the Minister.

The Minister may inspect or instruct others to inspect the activities carried out in connection with this agreement, including the Organisation's reports and financial accounts. The Organisation shall render every assistance to the official or officials appointed by the Minister to carry out such an inspection and shall allow them access to

the documents relating to the activity. The costs of any such inspection shall be borne by the Minister.

24. The parties shall not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any Organisation, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part thereof.

25. The Minister, with prior approval from the Organisation, shall be entitled to make free use, worldwide, of all products produced in connection with the present contribution which may be subject to copyright or any other intellectual property rights. He may do so free of charge.

26. The offices responsible for co-ordinating all matters related to this Arrangement are:

For the Minister:  
R.C.J. Muzert  
Head of Mission

For the Organisation:

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27. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the Netherlands Government's foreign policy, he shall propose consultations with the Organisation. On the basis of such consultations, the Minister may give further written instructions regarding the implementation of the activity plan.

28. The Organisation shall refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. Whether the one or the other is lawful or unlawful shall be determined not only by the views of the government of the country in question, but also in accordance with international (or international law) standards.

29. All items procured from the Minister's contribution shall be assigned at the end of the activity to a relevant purpose. The Organisation shall submit proposals on this matter to the Minister for approval and shall account for the disposal of the items in its final report.

30. The Minister may stop transfer(s) or claim repayment of all or part of the funds already transferred if contractual and/or reporting and accounting duties are not met; or if it emerges, either from the reports referred to before or from some other source that the funds are not being used or have not been used for the implementation of the project agreed; or if alternative funding proves to have been acquired (either wholly or in part), thus giving rise to double-financing (this includes other contributions).

31. If the Organisation, for any reason other than that referred to above and not through any fault of its own as referred to in article, has been able to implement only part of the project, the Minister will make a fair pro rata contribution for that part of the work which has been completed.

32. If any dispute arises between the signatories as to the interpretation, application or performance of this Arrangement or with regard to any further Arrangement which may

result thereof which cannot be settled amicably, either signatory may invite the other to conciliate the dispute under the Permanent Court of Arbitration Optional Conciliation Rules, as in effect on the date this Arrangement was agreed. The number of arbitrators shall be one.

Signed in the English language in two copies.

For the Netherlands Minister for  
Development Cooperation

Name: R.C.J. Muijzer

Date: 27 November 2001

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For the Organisation

Name: 102 [redacted]

Date: 27/11/2001

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## Contribution Agreement

The State of the Netherlands, represented by the Minister for Development Cooperation, legally represented in this matter by Frans Potuyt, Head of Mission of the Representative Office of the Kingdom of the Netherlands to the Palestinian Authority, hereafter referred to as the Minister, on the one hand,

And

The PLO Negotiations Affairs Department, with offices in Ramallah and Gaza City represented by 10 2 e [REDACTED] legally represented in this matter by 10 2 e [REDACTED] hereafter referred to as the other party, on the other hand,

## CONSIDERING

that the Minister is prepared to make a contribution to the other party for the project document "Assistance to the Negotiations Affairs Department of the Palestine Liberation Organisation. The Negotiations Support Project – 1 May 2003 – 30 April 2006", as described in the proposal and budget as attached (Appendix 1);

that the other party has delegated the responsibility for the management of all aspects of the implementation of the project document, including financial, to the Adam Smith International, hereafter referred to as the consultant;

that the Minister is prepared to make its contribution in co-ordination with the British Department for International Development (DFID), the Norwegian Agency for Development Co-operation (NORAD), the Danish Development Assistance (DANIDA), the Swedish International Development Agency (SIDA), who have formed the Core Funding Group, hereafter referred to as CFG, and strive to harmonise donor procedures for consultation and decision-making, disbursement mechanism, monitoring and reporting, review and evaluation, audit, financial management and the exchange of information;

that the Minister expresses her intention to contribute to the implementation of the project document for the period 01 February 2004 - 30 April 2006;

that a multi-donor review of the project has been carried out in October 2004;



that the Minister will sign the present Contribution Agreement for the period 01 February 2004 - 30 April 2005 with the intention for renewal for the period 01 May 2005 - 30 April 2006, whereby the decision on renewal of the agreement will take into account follow-up to the review report as mutually agreed by the CFG and other party;

that the other party shall be awarded the contribution subject to the following conditions;

**AGREE AS FOLLOWS:**

1. The activity to be financed from the contribution shall be implemented under the responsibility of, and at the risk of, the other party in the manner described in the above-mentioned project document, consisting of an activity plan and a budget. The budget shall reflect both the Minister's contribution and any contributions made by the other party or by third parties. The Minister shall bear no responsibility or liability whatsoever in respect of a third party as regards the implementation of this agreement. The activity plan and the budget are appended to this as Appendix 1. The contribution has been allocated activity no. 10907 in the Minister's records.
2. The activity shall run from 1 February 2004 to 30 April 2005. The other party shall notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party shall propose a revised schedule. The Minister shall inform the other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his decision concerning the proposed alterations to the schedule.
3. Any changes in the manner of implementation of the activity and/or in the budget shall be submitted in writing to the Minister for approval in advance. If the Minister does not propose any adjustments within 8 weeks of receipt of the changes, they shall be deemed to have been approved.
4. Reporting will take place according to the time schedule agreed upon by the CFG. The other party, with the assistance of the consultant will provide all information relevant to the implementation of the activity. In particular the other party will provide the following reports:
  - A semi-annual narrative and financial progress report within one month after the close of the first six months of the calendar year showing progress in procurement, activities, outputs and expenditures as well as a Bank reconciliation statement from the bank showing transfers to and from the



foreign exchange account and with a copy of the bank statement for the foreign exchange account from the bank holding the account.

- Within one month after the close of each calendar year a consolidated annual narrative and financial report showing progress in activities, outputs and expenditures for the full year compared to the budget and work-plan and bank reconciliation statement from the bank showing transfers to and from the foreign exchange accounts used for the project and with a copy of the bank statement from the bank holding the account.
- 5. The other party will submit an annual audit report of the activity no later than 3 months after the close of the fiscal year. Such audit shall be carried out in accordance with international standards of auditing by an independent internationally acknowledged and qualified auditor
- 6. The funds shall be transferred in advance in instalments amounting to a maximum of 95% of the total contribution of US\$ 726,034,= The first instalment of US\$ 700,000,= shall be paid within two weeks of receipt of the countersigned agreement.

Subsequent instalments shall be paid on receipt of requests for payment from the other party on the basis of the liquidity needs it has indicated for a the remaining contract period.

Instalments shall be transferred to a separate interest-bearing bank account kept for this purpose by the other party.

Payment of instalments shall take place only after timely receipt of the financial and narrative reports referred to in article 4 and shall take account of the progress made in implementing the project, the liquidity needs indicated by the other party and any instalments already paid.

The last instalment shall be paid after the definitive amount of the contribution has been determined, as referred to in article 9.

- 7. If the other party obtains contributions from third parties (including income generated by the activity), the other party shall inform the Minister in writing of any such contributions as soon as possible, and in any event before submission of the next financial report and request for payment, and shall submit a revised version of the budget to the Minister.
- 8. Within two months of the end of the activity, the other party shall account for the use made of the contribution in a well-documented final report,



comprising a narrative report describing the results achieved and how they compare with the objectives formulated at the start of the project and any subsequent approved changes, together with a financial report in the form of a financial statement.

9. After receipt of the final report referred to in article 8, the Minister shall determine the definitive amount of the contribution within three months. On this basis, accounts shall be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount shall be returned immediately and unconditionally to the Minister.
10. Any interest accrued on the funds made available by the Minister shall be used to finance the activities to be carried out in connection with this agreement and shall be included in the financial statement. No funds or interest on funds shall be used for capital formation.
11. The other party is responsible for maintaining sound management procedures and keeping proper accounts. Any agreements with third parties regarding the implementation of the activities to be financed from the contribution shall be laid down in writing.
12. The Minister may inspect or instruct others to inspect the activities carried out in connection with this agreement, including the other party's reports and financial accounts. The other party shall render every assistance to the official or officials appointed by the Minister to carry out such an inspection and shall allow them access to the documents relating to the activity. The costs of any such inspection shall be borne by the Minister.
13. The parties shall not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part thereof.
14. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the Netherlands Government's foreign policy, he shall propose consultations with the other party. On the basis of such consultations, the Minister may give further instructions regarding the activity plan.
15. All items procured from the Minister's contribution shall be assigned at the end of the activity to a relevant purpose. The other party shall submit



proposals on this matter to the Minister for approval and shall account for the disposal of the items in its final report.

16. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided co-financing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved.

The Minister shall reduce or prematurely terminate his contribution only after consultation with the other party, after which the account shall be settled on the basis of the costs incurred and taking into account any financial commitments reasonably entered into for the future.

17. For the purposes of this agreement the following persons shall be responsible for liaison:

For the Minister:

10 2 e  
[Redacted]

For the other party

10 2 e  
[Redacted]

For the consultant

10 2 e  
[Redacted]

Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement shall be worded in English and addressed to the above-mentioned persons.

18. This agreement shall enter into force on the date of signature. Any changes or additions to this agreement shall be valid only if agreed in writing by both parties.
20. This agreement shall be governed by Dutch civil law. Any dispute arising from this agreement shall be referred to the competent court in The Hague.

CONTRACT NO: RAM0036824

ACTIVITY NO: 10907



permanente vertegenwoordiging van het  
Koninkrijk der Nederlanden

Agreed and signed in duplicate,

at Ramallah

on 1 Dec 2004

For the Minister:

102 e  
[Redacted signature]

Frans Potuyt  
Head of Mission

at Ramallah

on December 1, 2004

For the other party:

102 e  
[Redacted signature]

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[Redacted signature]





## Contribution Agreement

The State of the Netherlands, represented by the Minister for Development Cooperation, legally represented in this matter by 10 2 e Acting Head of Mission of the Representative Office of the Kingdom of the Netherlands to the Palestinian Authority, hereafter referred to as the Minister, on the one hand,

And

The PLO Negotiations Affairs Department, with offices in Ramallah and Gaza City represented by 10 2 e legally represented in this matter by 10 2 e hereafter referred to as the other party, on the other hand, e

## CONSIDERING

that the Minister is prepared to make a contribution to the other party for the project document "Assistance to the Negotiations Affairs Department of the Palestine Liberation Organisation. The Negotiations Support Project – 1 May 2003 – 30 April 2006", as described in the proposal and budget as attached (Appendix 1);

that the other party has delegated the responsibility for the management of all aspects of the implementation of the project document, including financial, to the Adam Smith International, hereafter referred to as the consultant;

that the Minister is prepared to make its contribution in co-ordination with the British Department for International Development (DFID), the Norwegian Agency for Development Co-operation (NORAD), the Danish Development Assistance (DANIDA), the Swedish International Development Agency (SIDA), who have formed the Core Funding Group, hereafter referred to as CFG, and strive to harmonise donor procedures for consultation and decision-making, disbursement mechanism, monitoring and reporting, review and evaluation, audit, financial management and the exchange of information;

that the Minister expresses her intention to contribute to the implementation of the project document for the period 01 February 2004 - 30 April 2006;

that a multi-donor review of the project has been carried out in October 2004;



that the Minister has signed a Contribution Agreement for the period 01 February 2004 - 30 April 2005 and that in light of the positive follow-up to multi-donor review report the Minister is prepared to sign a Contribution Agreement for the remaining period, namely 01 May 2005 – 30 April 2006.

that the other party shall be awarded the contribution subject to the following conditions;

**AGREE AS FOLLOWS:**

1. The activity to be financed from the contribution shall be implemented under the responsibility of, and at the risk of, the other party in the manner described in the above-mentioned project document, consisting of an activity plan and a budget. The budget shall reflect both the Minister's contribution and any contributions made by the other party or by third parties. The Minister shall bear no responsibility or liability whatsoever in respect of a third party as regards the implementation of this agreement. The activity plan and the budget are appended to this as Appendix 1. The contribution has been allocated activity no. 10907/RAM0047743 in the Minister's records.
2. The activity shall run from 1 May 2005 to 30 April 2006.  
The other party shall notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party shall propose a revised schedule. The Minister shall inform the other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his decision concerning the proposed alterations to the schedule.
3. Any changes in the manner of implementation of the activity and/or in the budget shall be submitted in writing to the Minister for approval in advance. If the Minister does not propose any adjustments within 8 weeks of receipt of the changes, they shall be deemed to have been approved.
4. Reporting will take place according to the time schedule agreed upon by the CFG. The other party, with the assistance of the consultant will provide all information relevant to the implementation of the activity. In particular the other party will provide the following reports:
  - A semi-annual narrative and financial progress report within one month after the close of the first six months of the calendar year showing progress in procurement, activities, outputs and expenditures as well as a Bank reconciliation statement from the bank showing transfers to and from the



foreign exchange account and with a copy of the bank statement for the foreign exchange account from the bank holding the account.

- Within one month after the close of each calendar year a consolidated annual narrative and financial report showing progress in activities, outputs and expenditures for the full year compared to the budget and work-plan and bank reconciliation statement from the bank showing transfers to and from the foreign exchange accounts used for the project and with a copy of the bank statement from the bank holding the account.
- 5. The other party will submit an annual audit report of the activity no later than 3 months after the close of the fiscal year. Such audit shall be carried out in accordance with international standards of auditing by an independent internationally acknowledged and qualified auditor
- 6. The funds shall be transferred in advance in instalments amounting to a maximum of 95% of the total contribution of US\$ 1,011,383,=. The first instalment shall be paid within two weeks of receipt of the countersigned agreement, and after receipt of a payment request and liquidity forecast for the first six months.

Subsequent instalments shall be paid on receipt of requests for payment from the other party on the basis of the liquidity needs it has indicated for a the remaining contract period.

Instalments shall be transferred to a separate interest-bearing bank account kept for this purpose by the other party.

Payment of instalments shall take place only after timely receipt of the financial and narrative reports referred to in article 4 and shall take account of the progress made in implementing the project, the liquidity needs indicated by the other party and any instalments already paid.

The last instalment shall be paid after the definitive amount of the contribution has been determined, as referred to in article 9.

- 7. If the other party obtains contributions from third parties (including income generated by the activity), the other party shall inform the Minister in writing of any such contributions as soon as possible, and in any event before submission of the next financial report and request for payment, and shall submit a revised version of the budget to the Minister.



8. Within two months of the end of the activity, the other party shall account for the use made of the contribution in a well-documented final report, comprising a narrative report describing the results achieved and how they compare with the objectives formulated at the start of the project and any subsequent approved changes, together with a financial report in the form of a financial statement.
9. After receipt of the final report referred to in article 8, the Minister shall determine the definitive amount of the contribution within three months. On this basis, accounts shall be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount shall be returned immediately and unconditionally to the Minister.
10. Any interest accrued on the funds made available by the Minister shall be used to finance the activities to be carried out in connection with this agreement and shall be included in the financial statement. No funds or interest on funds shall be used for capital formation.
11. The other party is responsible for maintaining sound management procedures and keeping proper accounts. Any agreements with third parties regarding the implementation of the activities to be financed from the contribution shall be laid down in writing.
12. The Minister may inspect or instruct others to inspect the activities carried out in connection with this agreement, including the other party's reports and financial accounts. The other party shall render every assistance to the official or officials appointed by the Minister to carry out such an inspection and shall allow them access to the documents relating to the activity. The costs of any such inspection shall be borne by the Minister.
13. The parties shall not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part thereof.
14. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the Netherlands Government's foreign policy, he shall propose consultations with the other party. On the basis of such consultations, the Minister may give further instructions regarding the activity plan.



15. All items procured from the Minister's contribution shall be assigned at the end of the activity to a relevant purpose. The other party shall submit proposals on this matter to the Minister for approval and shall account for the disposal of the items in its final report.
16. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided co-financing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved.

The Minister shall reduce or prematurely terminate his contribution only after consultation with the other party, after which the account shall be settled on the basis of the costs incurred and taking into account any financial commitments reasonably entered into for the future.

17. For the purposes of this agreement the following persons shall be responsible for liaison:

For the Minister:

10 2 e

For the other party

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10 2 e

For the consultant

10 2 e

Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement shall be worded in English and addressed to the above-mentioned persons.

18. This agreement shall enter into force on the date of signature. Any changes or additions to this agreement shall be valid only if agreed in writing by both parties.



20. This agreement shall be governed by Dutch civil law. Any dispute arising from this agreement shall be referred to the competent court in The Hague.

Agreed and signed in duplicate,

at Ramallah

on July 13<sup>th</sup> 2007

For the Minister:

10 2 e

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Acting Head of Mission

at Ramallah

on July 13, 2007

For the other party:

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## CONTRIBUTION AGREEMENT

The State of the Netherlands, represented by the Minister for Development Cooperation, legally represented in this matter by F. Potuyt, Head of Mission of the Representative Office of the Kingdom of the Netherlands to the Palestinian Authority, hereafter referred to as the Minister, on the one hand,

### And

The Negotiations Affairs Department, established and with offices at Nablus Road, Al-Balou', Al Bireh, Palestine (postal address: P.O. Box 2245, Ramallah, Palestine), legally represented in this matter by mr 10 2 e, hereafter referred to as the other party, on the other hand,

## CONSIDERING

that the Minister is prepared to make a contribution of a maximum of US\$ 50,508.00 to the other party for the activity "RAM NAD Jordan" to be implemented by the latter, as described in the project document with the title "Advanced Negotiation Skills Workshop for Palestinian Officials selected by the Negotiations Affairs Department, PLO", attached to this Agreement as Appendix I;

that a financial commitment to the project based on a revised budget was given by the Netherlands Representative Office as per letter to the other party dd 22 June 2005, attached to this agreement as Appendix II;

that the other party shall be awarded the contribution subject to the following conditions;

## AGREE AS FOLLOWS:

1. The activity to be financed from the contribution shall be implemented under the responsibility of, and at the risk of, the other party in the manner described in the above-mentioned project document and revised budget. The Minister shall bear no responsibility or liability whatsoever in respect of a third party as regards the implementation of this agreement. The contribution has been allocated activity no. 12298 in the Minister's records.

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The following specific obligations are attached to the contribution:

- As part of the final financial report (see para 4), the other party will submit the original airline tickets, hotel, transportation and taxi bills with the names of the individual participants.
- The use of the budgeted amount for contingency for unforeseen and emergency expenses has to be accounted for in the financial report.

2. The activity shall run from 3 July 2005 to 7 July 2005.  
The other party shall notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party shall propose a revised schedule. The Minister shall inform the other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his decision concerning the proposed alterations to the schedule.
3. Any changes in the manner of implementation of the activity and/or in the budget shall be submitted with the final narrative and financial reports referred to in article 4.
4. Within two months of the end of the project activities, the other party shall submit to the Minister a well-documented final narrative and financial report, accounting for the use made of the donor contributions.  
The final narrative report will describe the results achieved and how they compare with the objectives formulated at the start of the activity and any subsequent approved changes.

The final financial report will include statements of expenditures in relation to the budget. As part of the final financial report the other party will submit the original airline tickets, hotel, transportation and taxi bills with the names of the individual participants. The use of the budgeted amount for contingency for unforeseen and emergency expenses has to be specified and accounted for in the financial report.

5. Eighty percent (80%) of the contribution (US\$ 40,406.40) shall be paid within two weeks of receipt of the countersigned contribution agreement. The remaining twenty percent (20%) of the contribution (US\$ 10,101.60) will be disbursed following receipt and approval of the final narrative and financial report taking into account that this installment shall be paid after the definitive amount of the contribution has been determined as referred to in article 7.

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6. If the other party obtains contributions from third parties (including income generated by the activity), the other party shall inform the Minister in writing of any such contributions as soon as possible, and in any event before submission of the next financial report and request for payment, and shall submit a revised version of the budget to the Minister.
7. After receipt of the final report referred to in article 4, the Minister shall determine the definitive amount of the contribution within three months. On this basis, accounts shall be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount shall be returned immediately and unconditionally to the Minister.
8. Any interest accrued on the funds made available by the Minister shall be used to finance the activities to be carried out in connection with this agreement and shall be included in the financial statement. No funds or interest on funds shall be used for capital formation.
9. The other party is responsible for maintaining sound management procedures and keeping proper accounts. Any agreements with third parties regarding the implementation of the activities to be financed from the contribution shall be laid down in writing.
10. The Minister may inspect or instruct others to inspect or evaluate the activities carried out in connection with this agreement, including the other party's reports and financial accounts. The other party shall render every assistance to the official or officials appointed by the Minister to carry out such an inspection or evaluation and shall allow them access to the documents relating to the activity. The costs of any such inspection shall be borne by the Minister.
11. The Minister shall be entitled to make free use, worldwide, of all products produced in connection with the present contribution, which may be subject to copyright or any other intellectual property rights. He may do so free of charge in respect of the Palestinian General Statistics Law for the year 2000.
12. The parties shall not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part thereof.
13. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in



which the financing of an activity is incompatible with the Netherlands Government's foreign policy, he shall propose consultations with the other party. On the basis of such consultations, the Minister may give further written instructions regarding the implementation of the activity plan.

14. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided co-financing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved.
- The Minister shall reduce or prematurely terminate his contribution only after consultation with the other party, after which the account shall be settled on the basis of the costs incurred and taking into account any financial commitments reasonably entered into for the future.

15. For the purposes of this agreement the following persons shall be responsible for liaison:

For the Minister

Name: 10 2 e

Position: 10 2 e

For the other party

name: 10 2 e

position: 10 2 e

Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement shall be worded in English and addressed to the above-mentioned persons.

16. This agreement shall enter into force on the date of signature. Any changes or additions to this agreement shall be valid only if agreed in writing by both parties.
17. This agreement shall be governed by Dutch civil law. Any dispute arising from this agreement shall be referred to the competent court in The Hague.

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CONTRACT NO: RAM0051943  
ACTIVITY NO: 12298



Vertegenwoordiging van het  
Koninkrijk der Nederlanden

Agreed and signed in duplicate

At Ramallah  
on 22 June 2005

For the Minister  
for Development Cooperation:

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Frans Potuyt  
Head of mission  
Netherlands Representative Office  
of the Kingdom of the Netherlands  
to the Palestinian Authority

postal address:  
P.O. Box 54706  
97200 Jerusalem

at Ramallah  
on 22/6/05

For the other party:

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Negotiations Affairs Department

postal address:  
P.O. Box 2245  
Ramallah



10907

D => Act# 10/07 NAD/000 11

F-file



Vertegenwoordiging van het  
Koninkrijk der Nederlanden

Negotiations Affairs Department

10 2 e  
[Redacted]

Netherlands Representative Office  
P.O. Box 54706  
Jerusalem

*Date* April 06, 2006  
*Our ref.* RAM/2006/0038  
*Page* 1/1  
*Encl.* 9  
*Re* budget neutral extension of contract  
*Cc*

*Contact* 10 2 e  
*Tel.* 10 2 e  
*Fax* 10 2 e  
10 2 e

Dear 10 2

Your proposal for a four month budget neutral extension has been perused by my office and I am pleased to inform you that I have decided to extend the current contract with the Negotiations Affairs Department (RAM0047743) until 31 August 2006 without an increase of the budget.

Please sign and date both copies of this letter and return one of them to the Representative Office of the Kingdom of the Netherlands as soon as possible.

For the Minister for  
development Cooperation,

10 2 e  
[Redacted]

Frans Makken  
Head of Mission of the  
Representative Office of the  
Netherlands to the Palestinian Authority

For the Negotiations Affairs  
Department,

10 2 e  
[Redacted]

10 2 e  
[Redacted]

Date: 7/4/06

Date: 7/4/06

ROT 10907



Vertegenwoordiging van het  
Koninkrijk der Nederlanden

F

Negotiations Affairs Department

10 2 e  
[Redacted]

Netherlands Representative Office  
P.O. Box 54706  
Jerusalem

Date August 18, 2006  
Our ref. RAM/2006/0087  
Page 1/1  
Encl. ---  
Re budget neutral extension of contract  
Cc

Contact 10 2 e  
Tel. 10 2 e  
Fax 10 2 e  
10 2 e

Dear 10 2 e

Your proposal for another two month budget neutral extension has been perused by my office and I am pleased to inform you that I have decided to extend the current contract with the Negotiations Affairs Department (RAM0047743) until 31 October 2006 without an increase of the budget.

Please sign and date both copies of this letter and return one of them to the Representative Office of the Kingdom of the Netherlands as soon as possible.

For the Minister for  
development Cooperation,

10 2 e  
[Redacted]

Frans Makken  
Head of Mission of the  
Representative Office of the  
Netherlands to the Palestinian Authority

For the Negotiations Affairs  
Department,

10 2 e  
[Redacted]  
10 2 e  
[Redacted]



Date: 18 VIII - 2006

Date: 23/8/06



## Contribution Agreement

The State of the Netherlands, represented by the Minister for Development Cooperation, legally represented in this matter by 10 2 e [REDACTED], Acting Head of Mission of the Representative Office of the Kingdom of the Netherlands to the Palestinian Authority, hereafter referred to as the Minister, on the one hand,

And

The PLO Negotiations Affairs Department, with offices in Ramallah and Gaza City represented by 10 2 e [REDACTED] legally represented in this matter by 10 2 e [REDACTED] hereafter referred to as the other party, on the other hand,

## CONSIDERING

that the Minister is prepared to make a contribution to the other party for the project document "Assistance to the Negotiations Affairs Department of the Palestine Liberation Organisation. The Negotiations Support Project – 1 May 2003 – 30 April 2006", as described in the proposal and budget as attached (Appendix 1);

that the other party has delegated the responsibility for the management of all aspects of the implementation of the project document, including financial, to the Adam Smith International, hereafter referred to as the consultant;

that the Minister is prepared to make its contribution in co-ordination with the British Department for International Development (DFID), the Norwegian Agency for Development Co-operation (NORAD), the Danish Development Assistance (DANIDA), the Swedish International Development Agency (SIDA), who have formed the Core Funding Group, hereafter referred to as CFG, and strive to harmonise donor procedures for consultation and decision-making, disbursement mechanism, monitoring and reporting, review and evaluation, audit, financial management and the exchange of information;

that the Minister expresses her intention to contribute to the implementation of the project document for the period 01 February 2004 - 30 April 2006;

that a multi-donor review of the project has been carried out in October 2004;



that the Minister has signed a Contribution Agreement for the period 01 February 2004 - 30 April 2005 and that in light of the positive follow-up to multi-donor review report the Minister is prepared to sign a Contribution Agreement for the remaining period, namely 01 May 2005 – 30 April 2006,

that the other party shall be awarded the contribution subject to the following conditions;

**AGREE AS FOLLOWS:**

1. The activity to be financed from the contribution shall be implemented under the responsibility of, and at the risk of, the other party in the manner described in the above-mentioned project document, consisting of an activity plan and a budget. The budget shall reflect both the Minister's contribution and any contributions made by the other party or by third parties. The Minister shall bear no responsibility or liability whatsoever in respect of a third party as regards the implementation of this agreement. The activity plan and the budget are appended to this as Appendix 1. The contribution has been allocated activity no. 10907/RAM0047743 in the Minister's records.
2. The activity shall run from 1 May 2005 to 30 April 2006. The other party shall notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party shall propose a revised schedule. The Minister shall inform the other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his decision concerning the proposed alterations to the schedule.
3. Any changes in the manner of implementation of the activity and/or in the budget shall be submitted in writing to the Minister for approval in advance. If the Minister does not propose any adjustments within 8 weeks of receipt of the changes, they shall be deemed to have been approved.
4. Reporting will take place according to the time schedule agreed upon by the CFG. The other party, with the assistance of the consultant will provide all information relevant to the implementation of the activity. In particular the other party will provide the following reports:
  - A semi-annual narrative and financial progress report within one month after the close of the first six months of the calendar year showing progress in procurement, activities, outputs and expenditures as well as a Bank reconciliation statement from the bank showing transfers to and from the



foreign exchange account and with a copy of the bank statement for the foreign exchange account from the bank holding the account.

- Within one month after the close of each calendar year a consolidated annual narrative and financial report showing progress in activities, outputs and expenditures for the full year compared to the budget and work-plan and bank reconciliation statement from the bank showing transfers to and from the foreign exchange accounts used for the project and with a copy of the bank statement from the bank holding the account.
- 5. The other party will submit an annual audit report of the activity no later than 3 months after the close of the fiscal year. Such audit shall be carried out in accordance with international standards of auditing by an independent internationally acknowledged and qualified auditor
- 6. The funds shall be transferred in advance in instalments amounting to a maximum of 95% of the total contribution of US\$ 1,011,383,=. The first instalment shall be paid within two weeks of receipt of the countersigned agreement, and after receipt of a payment request and liquidity forecast for the first six months.

Subsequent instalments shall be paid on receipt of requests for payment from the other party on the basis of the liquidity needs it has indicated for a the remaining contract period.

Instalments shall be transferred to a separate interest-bearing bank account kept for this purpose by the other party.

Payment of instalments shall take place only after timely receipt of the financial and narrative reports referred to in article 4 and shall take account of the progress made in implementing the project, the liquidity needs indicated by the other party and any instalments already paid.

The last instalment shall be paid after the definitive amount of the contribution has been determined, as referred to in article 9.

- 7. If the other party obtains contributions from third parties (including income generated by the activity), the other party shall inform the Minister in writing of any such contributions as soon as possible, and in any event before submission of the next financial report and request for payment, and shall submit a revised version of the budget to the Minister.



8. Within two months of the end of the activity, the other party shall account for the use made of the contribution in a well-documented final report, comprising a narrative report describing the results achieved and how they compare with the objectives formulated at the start of the project and any subsequent approved changes, together with a financial report in the form of a financial statement.
9. After receipt of the final report referred to in article 8, the Minister shall determine the definitive amount of the contribution within three months. On this basis, accounts shall be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount shall be returned immediately and unconditionally to the Minister.
10. Any interest accrued on the funds made available by the Minister shall be used to finance the activities to be carried out in connection with this agreement and shall be included in the financial statement. No funds or interest on funds shall be used for capital formation.
11. The other party is responsible for maintaining sound management procedures and keeping proper accounts. Any agreements with third parties regarding the implementation of the activities to be financed from the contribution shall be laid down in writing.
12. The Minister may inspect or instruct others to inspect the activities carried out in connection with this agreement, including the other party's reports and financial accounts. The other party shall render every assistance to the official or officials appointed by the Minister to carry out such an inspection and shall allow them access to the documents relating to the activity. The costs of any such inspection shall be borne by the Minister.
13. The parties shall not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part thereof.
14. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the Netherlands Government's foreign policy, he shall propose consultations with the other party. On the basis of such consultations, the Minister may give further instructions regarding the activity plan.



15. All items procured from the Minister's contribution shall be assigned at the end of the activity to a relevant purpose. The other party shall submit proposals on this matter to the Minister for approval and shall account for the disposal of the items in its final report.
16. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided co-financing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved.

The Minister shall reduce or prematurely terminate his contribution only after consultation with the other party, after which the account shall be settled on the basis of the costs incurred and taking into account any financial commitments reasonably entered into for the future.

17. For the purposes of this agreement the following persons shall be responsible for liaison:

For the Minister:

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For the other party

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For the consultant

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Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement shall be worded in English and addressed to the above-mentioned persons.

18. This agreement shall enter into force on the date of signature. Any changes or additions to this agreement shall be valid only if agreed in writing by both parties.



20. This agreement shall be governed by Dutch civil law. Any dispute arising from this agreement shall be referred to the competent court in The Hague.

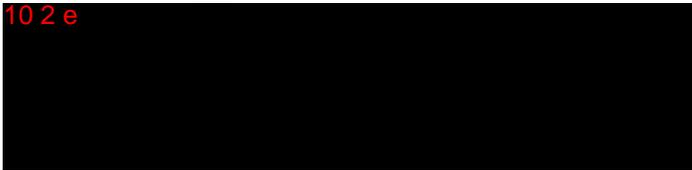
Agreed and signed in duplicate,

at Ramallah

on July 13<sup>th</sup> 2005

For the Minister:

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Acting Head of Mission

at Ramallah

on July 13, 2005

For the other party:

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**ARRANGEMENT ON DELEGATED COOPERATION**

**between**

**Department for International Development (DFID)**

**and**

**Ministry of Foreign Affairs of Denmark**

**Ministry of Foreign Affairs of the Netherlands**

**Ministry of Foreign Affairs of Norway**

**Swedish International Development Cooperation Agency (Sida)**

**regarding**

**Palestinian Negotiations Support Project 2007-2010**

WHEREAS the Negotiation Affairs Department (NAD) of the Palestine Liberation Organization (PLO) has requested DFID, Denmark, the Netherlands, Norway and Sida (the Donors) to support Palestinian Negotiations Support Project 2007-2010 (the Programme);

WHEREAS the Donors have decided to comply with the request, and wish to channel their support through DFID (the Lead Donor), who will take on the responsibility of acting on behalf of Denmark, the Netherlands, Norway and Sida (the Co-Donors) as specified in this arrangement on delegated cooperation (this Arrangement);

WHEREAS the Lead Donor and Co-Donors will enter into an arrangements with the NAD and the Negotiations Support Unit (NSU) (the Programme Arrangements) regarding support to and implementation of the Programme;

WHEREAS respect for human rights, democratic principles, the rule of law and good governance will form the basis of the cooperation and constitute essential elements of this Arrangement and the Programme Arrangement;

NOW THEREFORE the Donors have reached the following understanding:

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## Paragraph I Scope and objectives

1. This Arrangement sets forth common provisions and procedures for the delegated cooperation between the Donors regarding their support to the Programme. The objective of the Arrangement is to improve donor co-ordination and harmonisation through delegated cooperation, thereby reducing the administrative burden of the NAD and the NSU and enhancing the efficiency of the Donors' development cooperation.
2. The scope of the Programme as well as the provisions for the Donors' support to the Programme towards the NAD and the NSU will be defined in the Programme Arrangement which the Donors will enter into with the NAD. The Programme Arrangements will clearly state the Donors' co-financing of the Programme and the Lead Donor's authority to represent the Donors on financial management for the project in accordance with this Arrangement. The Co-Donors will carry no responsibility or liability towards the NAD and the NSU for the financial implementation of the Programme Arrangements.

The Lead Donor will submit a copy of the financial Programme Arrangements to the Co-Donors for information when the Programme Arrangement has been entered into. The same applies in respect of any amendments to the financial Programme Arrangements, which will also be subject to consultations; see Paragraph III, Section 3 below. Further, the Lead Donor will submit a copy of this Arrangement to the NAD as soon as it has been entered into.

The Programme Arrangements will be based on the principle of national ownership, and will cover at least the following issues:

- the objectives of the Programme
- the maximum size of the Donor's total contributions (denominated in each Donor's national currency if preferred)
- disclaimer of liability towards the Partner country in respect of funds from the Co-Donors
- disbursement arrangements avoiding accumulation of funds (incl. any interests) with the Partner country
- implementation responsibilities, incl. procurement procedures (which should be based on the Joint Procurement Policy)
- anti-corruption provision
- mechanisms for monitoring the use of funds and achievement of objectives, including financial and narrative reporting, audit and access to information
- reactions in case commitments are not fulfilled, including the possibility to suspend/withhold/reclaim funds in case of (serious) non-fulfilment of the terms of the Programme Arrangement from the side of the Partner country
- return of funds (incl. any interests) which remain unspent upon completion/termination

- The period of activities and the period of the Programme Arrangement will be stated.

In addition to the above mentioned Programme Arrangement. Sida will enter into a separate agreement with the NAD stating that the Co-Donors will contribute funds to the Programme on terms and provisions identical to those prescribed in the Programme Arrangement.

3. No offer, payment, consideration, gift or benefit of any kind, which could be regarded as an illegal or corrupt practice, has or will be made, promised, sought or accepted, neither directly nor indirectly, as an inducement or reward in relation to activities funded under this Arrangement, including tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this Arrangement and for such additional action, civil and/or criminal, as may be appropriate.

## Paragraph II Contributions of the Donors

1. The Donors will, subject to parliamentary appropriations, make total contributions not exceeding the following amounts (collectively referred to as the Contribution) exclusively to support the Programme in the period 1 February 2007 to 31 January 2010:

	Contribution
Lead Donor:	
DFID:	1,612,161 (UK Pounds Sterling)
Co-Donors:	
The Netherlands	2,400,000 (Euros)
Norway	18,000,000 (Norwegian Kroner)
Sida	12,000,000 (Swedish Kronor)
Denmark	6,000.000 (Danish Kroner)

2. Upon completion of the Programme any remaining Programme funds on the bank account of the Lead Donor mentioned in Paragraph IV, Section 2, including any unspent interests and funds returned from the NAD according to the Programme Arrangement will be refunded on a proportional basis unless otherwise decided by the Donors.

## Paragraph III Cooperation and representation

1. The Lead Donor will administer the Contribution and follow-up on financial management with the NAD and NSU in accordance with the stipulations in the

Programme arrangement and the Lead Donor's prevailing general principles and guidelines for development assistance.

2. The Lead Donor will promptly inform the Co-Donors of any event that interferes or threatens to interfere with the successful financial implementation of the Programme.
3. The Lead Donor will consult with the Co-Donors in case fundamental changes to financial management which would adversely affect the Programme before making any decision of principle regarding the Programme, e.g. before suspension or termination of, or amendments to, the Programme Arrangement. The Lead Donor will obtain the Co-Donor's approval before withholding or reclaiming the Co-Donor's funds from the NAD and/or NSU.
4. The Donors will meet once a year (Core Funding Group Annual Meeting) no later than 31 December from 2007 onwards, in order to discuss the financial arrangements of the Programme and the cooperation between the Donors. The documentation submitted according to Paragraph V will form the basis for the discussions. The meeting will be called and chaired by the Lead Donor. The Lead Donor will draft minutes from the meeting, and send the draft for comments and approval to the Co-Donors one week after the meeting. Moreover, the Co-Donors may at any time request a meeting with the Lead Donor to discuss the financial progress and plans of the Programme and the cooperation between the Donors.
5. Subject to applicable law the Co-Donors will be given access, whenever requested, to all documentation and information in the possession of the Lead Donor pertaining to Lead Donor's administration of the Contributions of the Programme. Further, the Lead Donor will obtain from the NAD and/or NSU any financial information or documentation relating to the Programme that the Co-Donors may reasonably request.
6. The entities competent to act on behalf of each of the Donors in matters related to this Arrangement are:

For the Lead Donor:

*Department for International Development*  
British Consulate General  
4 Es'af Nashashibi Street  
Sheikh Jarrah  
Jerusalem 97200

For the Co-Donors:

*Representative Office of the Kingdom of the Netherlands to the Palestinian Authority*  
12 Hollanda Street  
PO Box 1899  
Ramallah

102 e

*The Representative Office of Norway to the Palestinian Authority*  
Dahiet Al-Barid, World Bank Building  
PO Box 25161  
Shufat  
Jerusalem 97300

*Swedish International Development Cooperation Agency*  
Swedish Consulate  
58 Nablus Road  
Sheikh Jarrah  
PO Box 297  
Jerusalem 91002

*Royal Danish Representative Office to the Palestinian Authority*  
48 Othman Ben Affan Street  
PO Box 2444  
Ramallah

All communication in regard to this Arrangement will be directed to the above mentioned entities.

#### Paragraph IV Disbursements

1. Disbursements for the Programme from the Co-Donors will be made six monthly depending on the progress and performance to date, and the liquidity needs of the Programme for the coming period of six months.
2. Crown Agents Bank is the Lead Donor banker to hold and disburse Co-Donors funds. The Lead Donor will make disbursement requests to the Co-Donors when contributions are payable. The Co-Donors will pay its contribution to the programme account held for the Lead Donor by Crown Agents Bank. The Lead Donor will advise the Co-Donors of the details of the account to be credited. The Lead Donor will confirm receipt of co-donors contributions and arrange payment for the programme.

#### Paragraph V Reporting

1. Within two weeks of the Core Funding Group Annual Meeting the Lead Donor will submit to the Co-Donors for information a copy the following documentation:
  - the annual financial statement, complemented with narrative reporting; and

- the audit report of the preceding fiscal year.

Within the same deadline the Lead Donor will submit to the Co-Donors for information:

- Lead Donor's assessment of the above mentioned documentation

The above-mentioned provisions will apply correspondingly to the final financial statement and the final audit report of the NAD of the PLO and the NSU.

2. Within one month after each six month project period, the Lead Donor will submit to the Co-Donors a financial statement showing, , funds received from the Co-Donors, funds disbursed to the NAD and the NSU, each Donor's contribution to the disbursements and the balance of the Contribution carried over to the following period. The financial statement will be in pounds sterling and the Co-Donors currency. Further, the Lead Donor will submit to the Co-Donors any audit report pertaining to the bank account mentioned in Paragraph IV, Section 2 above.

#### Paragraph VI Reservations

1. The Donors will do their utmost to reach a joint position on how to handle the matter if one or more of the Donors are of the opinion that its contribution has not been, or will not be, used and/or accounted for by the NAD and/or the NSU as described in the Programme Arrangements, including if one or more of the Donors are of the opinion that political changes which would negatively affect the achievement of the goal and objectives of the Programme have occurred. The Donors may decide, without affecting other actions, that the Lead Donor will:
  - withhold/suspend any future disbursements to the NAD and/or the NSU
  - reclaim all or part of the funds already disbursed to the NAD and/or the NSU and/or
  - cancel the Programme Arrangement and this Arrangement.
2. If the Donors are unable to reach a joint position on how to handle the matter, each Donor may, without affecting other actions:
  - withhold/suspend any future disbursements to the Lead Donor,
  - reclaim any contribution transferred to the Lead Donor, but not yet disbursed to the NAD and/or the NSU and/or
  - request, in respect of its contribution. that the Lead Donor takes any such action as mentioned in Section 1 above towards the NAD and/or the NSU.

3. If a political situation in the PLO should arise which in the opinion of the Co-Donors could negatively affect the attainment of the objectives of the Programme, the Co-Donors reserve the right, after consultations with the other Donors, to withhold or suspend disbursements to the NAD and the NSU from its contribution with immediate effect as well as to terminate this Arrangement upon four months written notice. Any disbursements of the Co-Donor's contribution to the NAD and/or NSU during such notice period will be subject to approval by the Co-Donors.
4. If the Lead Donor does not fulfil its commitments according to this Arrangement, each Co-Donor may, after consultations with the Lead Donor, without affecting other actions:
  - Withhold/suspend any future disbursements,
  - reclaim all or part of funds already disbursed to the Lead Donor and/or
  - cancel this Arrangement.

In respect of funds already disbursed or irrevocably committed to the NAD and/or the NSU or any other third party in accordance with this Arrangement, the Lead Donor's repayment to the Co-Donors will be limited to the amount repaid by the NAD and/or the NSU or such third party.

5. The Lead Donor will inform the NAD immediately in writing of any action as referred to in this paragraph, and will take any necessary actions in respect of the Programme Arrangement, including (partially) cancel the Programme Arrangement.. In case of cancellation of this Arrangement by one or more of the Donors, the Donors will consult with each other on how to bring the Arrangement to an orderly end in respect of the cancelling Donor(s). Any amount corresponding to the contribution by the cancelling Donor(s) which remains unspent by the NAD and NSU will be returned to that/those Donor(s) immediately and unconditionally unless otherwise decided by the Donors. In respect of unspent funds in the possession of the NAD and NSU the Lead Donor will exercise its best efforts in reclaiming the cancelling/reclaiming Donor's contribution from the NAD and NSU. However, the Lead Donor will not cover/reimburse any amounts which are not repaid by the NAD and NSU or which have been irrevocably committed in good faith to any third party.

#### Paragraph VII Duration - Disputes

1. The delegated cooperation under this Arrangement will start on the date it is signed by the Donors, and will end on 31 January 2010 unless the Donors decide to change the date.
2. Each Donor may terminate this Arrangement upon four months written notice to the other Donors. Paragraph VII, Section 5 will apply accordingly.

3. If any dispute arises relating to the implementation or interpretation of this Arrangement, the Donors will consult with a view to reaching a solution.

The undersigned have signed the Arrangement in five originals in the English language.

Date of signatures: 16 January 2007

For DFID

10 2 e  
[Redacted]

Name: 10 2 e  
Title: [Redacted]

For The Netherlands

10 2 e  
[Redacted]

Name: F. A. P. [Redacted]  
Title: Representative

For Norway

10 2 e  
[Redacted]

Name: 10 2 e  
Title: [Redacted]

For Sida

10 2 e  
[Redacted]  
Name: 10 2 e  
Title: [Redacted]

For Denmark

10 2 e  
[Redacted]  
Name: [Redacted]  
Title: [Redacted]



DRAFT 2010

## **ARRANGEMENT ON DELEGATED CO-OPERATION**

**between**

**Department for International Development (DFID)**

**and**

**Ministry of Foreign Affairs of Denmark**

**Ministry of Foreign Affairs of Netherlands**

**Ministry of Foreign Affairs of Norway**

**Swedish International Development Cooperation Agency (Sida)**

**regarding**

**support to Palestinian Negotiations Support Project**

**(April 2010 – March 2011)**

WHEREAS the Negotiation Affairs Department (NAD) of the Palestine Liberation Organization (PLO) has requested DFID, Denmark, the Netherlands, Norway and Sida (the Donors) to support Palestinian Negotiations Support Project 2010-2011 (the Programme);

WHEREAS the Donors have decided to comply with the request, and wish to channel their support through DFID (the Lead Donor), who will take on the responsibility of acting on behalf of Denmark, the Netherlands, Norway and Sida (the Co-Donor) as specified in this arrangement on delegated co-operation (this Arrangement);

WHEREAS the Lead Donor will enter into an arrangement with NAD (the Programme Arrangement) regarding support to and implementation of the Programme;

WHEREAS respect for human rights, democratic principles, the rule of law and good governance will form the basis of the co-operation and constitute essential elements of this Arrangement and the Programme Arrangement;

NOW THEREFORE the Donors have reached the following understanding:

### **Paragraph I: Scope and objectives**

1. This Arrangement sets forth common provisions and procedures for the delegated co-operation between the Donors regarding their support to the Programme. The objective of the Arrangement is to improve donor co-ordination and harmonisation

activities funded under this Arrangement, incl tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this Arrangement and for such additional action, civil and/or criminal, as may be appropriate.

### Paragraph II: Contributions of the Donors

1. The Donors will, subject to parliamentary appropriations, make total contributions not exceeding the following amounts (collectively referred to as the Contribution) exclusively to support the Programme in the period 1 April 2010 to 31 March 2011:

		<u>Contribution</u>
Lead Donor:		
DFID 22%	GBP	£ 423,933.40
Co-Donors:		
The Netherlands 25%	Euro equivalent of GBP	£ 481,742.50, not exceeding €32,070.97
Norway 23%	Norwegian Kroner equivalent of GBP	£443,203.10, not exceeding NOK 4,400,000
Sida 21%	Swedish Kroner equivalent of GBP	£ 404,663.70, not exceeding SEK 5,000,000
Denmark 9%	Danish Kroner equivalent of GBP	£ 173,427.30 <i>Not exceeding DKK 1,500,000</i>

2. Upon completion of the Programme any remaining Programme funds on the bank account of the Lead Donor mentioned in Paragraph IV, Section 2, including any unspent interests and funds returned from the NAD according to the Programme Arrangement will be refunded on a proportional basis unless otherwise decided by the Donors.

### Paragraph III: Co-operation and representation

1. The Lead Donor will administer the Contribution and follow-up on financial management with the NAD in accordance with the stipulations in the Programme arrangement and the Lead Donor's prevailing general principles and guidelines for development assistance.
2. The Lead Donor will promptly inform the Co-Donor of any event that interferes or threatens to interfere with the successful implementation of the Programme.
3. The Lead Donor will consult with the Co-Donor in case fundamental changes to financial management which would adversely affect the Programme before making any decision of principle regarding the Programme, e.g. before suspension or termination of, or amendments to, the Programme Arrangement. The Lead Donor will obtain the Co-Donor's approval before withholding or reclaiming the Co-Donor's

*Royal Danish Representative Office to the Palestinian Authority*  
48 Othman Ben Affan Street  
PO Box 2444  
Ramallah

All communication in regard to this Arrangement will be directed to the above mentioned entities.

#### Paragraph IV: Disbursements

1. Disbursements from the Programme from the Co-Donor will be made semi-annually depending on the progress and performance to date and the liquidity needs of the Programme the coming period of six months.
2. The Crown Agents Bank (Annex 4 is the account details) is the Lead Donor banker to hold and disburse Co-Donors funds. The Lead Donor will make disbursement requests to the Co-donors each disbursement request must include or refer to a financial report on the use of all previous disbursed contributions. Disbursements of contributions shall only be made against a disbursement request in original from the Lead Donor. The person authorized to sign the disbursement request on behalf of the Lead Donor is 102 e. The Lead Donor shall inform the co-donors of any new nomination.
3. The Co-donors will pay its contribution to the programme account held for the Lead Donor by Crown Agents Bank. The Lead Donor will advise the Co-Donors of the details of the account to be credited. The Lead Donor will confirm receipt of co-donors contributions and arrange payment for the programme.

#### Paragraph V: Reporting

1. Within one month after each six month project period, the Lead Donor will submit to the Co-Donor a financial statement showing funds received from the Co-Donor, funds disbursed to the NAD, each Donor's contribution to the disbursements and the balance of the Contribution carried over to the following 6 months. The financial statement will be in pounds sterling and the Co-Donors currency. Further, the Lead Donor will submit to the Co-Donor any audit report pertaining to the bank account mentioned in Paragraph IV, Section 2 above.

#### Paragraph VI: Reservations

1. The Donors will do their utmost to reach a joint position on how to handle the matter if one or more of the Donors are of the opinion that its contribution has not been, or will not be, used and/or accounted for by the NAD as described in the Programme Arrangement, including if one or more of the Donors are of the opinion

## Paragraph VII: Duration - Disputes

1. The delegated co-operation under this Arrangement will start on the date it is signed by the Donors, and will end on 31 March 2010 unless the Donors decide to change the date.
2. Each Donor may terminate this Arrangement upon four months written notice to the other Donors. Paragraph VI, Section 5 will apply accordingly.
3. If any dispute arises relating to the implementation or interpretation of this Arrangement, the Donors will consult with a view to reaching a solution.

The undersigned have signed the Arrangement in five originals in the English language.

Date the signatures: day of <month> of <year>.

For DFID

10 2 e  
[Redacted signature]

Name  
Title

For the Netherlands

10 2 e  
[Redacted signature]

Name:  
Title:

For Norway

10 2 e  
[Redacted signature]

Name: 10 2 e  
Title:

For Sida

10 2 e  
[Redacted signature]

Name: 10 2 e  
Title

For Denmark

10 2 e  
[Redacted signature]

Name: 10 2 e  
Title:

A-file

VAD 2011-2014

## **Arrangement on Delegated Cooperation**

**between**

**the Norwegian Ministry of Foreign Affairs**

**and**

**the Ministry of Foreign Affairs of Denmark,**

**the Netherlands Minister for European Affairs and International  
Cooperation,**

**the Swedish International Development Cooperation Agency  
(Sida),**

**regarding support to the Palestinian Negotiations Support Project  
July 2011 – June 2014**

102 e

## Arrangement on Delegated Cooperation for the PSNP 2011-2014

WHEREAS the Negotiations Affairs Department to the Palestine Liberation Organization (the Partner) has requested the Ministry of Foreign Affairs of Denmark, the Netherlands Minister for European Affairs and International Cooperation, the Norwegian Ministry of Foreign Affairs and the Swedish International Development Cooperation Agency (Sida) (the Donors) to support the Palestinian Negotiations Support Project July 2011 – June 2014 (the Programme);

WHEREAS the Donors have decided to comply with the request;

WHEREAS the Ministry of Foreign Affairs of Denmark, and the Netherlands Minister for European Affairs and International Cooperation wish to channel their support through the Norwegian Ministry of Foreign Affairs (the Lead Donor), who will take on the responsibility of acting on behalf of the Ministry of Foreign Affairs of Denmark, the Netherlands Minister for European Affairs and International Cooperation and the Swedish International Development Cooperation Agency (Sida), (the Co-Donors) as specified in this arrangement on delegated cooperation (this Arrangement);

WHEREAS Sida will be signing a separate bilateral agreement for its contribution to the Programme;

WHEREAS Sweden will channel its funding to the Programme in accordance with the bilateral agreement Sweden – PLO;

WHEREAS the Lead Donor has entered into an agreement with the Negotiations Affairs Department to the Palestine Liberation Organization (the Programme Agreement) regarding support to and implementation of the Programme;

WHEREAS respect for human rights, democratic principles, the rule of law and good governance will form the basis of the cooperation and constitute essential elements of this Arrangement and the Programme Agreement;

NOW THEREFORE the Donors have reached the following understanding:

### Paragraph I Scope and objectives

1. This Arrangement sets forth common provisions and procedures for the delegated cooperation between the Donors regarding their support to the Programme. The objective of the Arrangement is to improve donor coordination and harmonization through delegated cooperation, thereby reducing the administrative burden of the Partner and enhancing the efficiency of the Donors' development cooperation.
2. The Impact of the Programme is "achievement of a viable, just, lasting and comprehensive two-state solution to the Israeli-Palestinian conflict on the basis of a negotiated settlement and international resolutions."

The Outcome of the Programme is "Palestinian leadership empowered for effective negotiations with Israel and for engagement with the international community and in diplomatic efforts."

3. The scope of the Programme as well as the provisions for the Donors' support to the Programme towards the Partner is defined in the Programme Agreement which the Lead Donor has entered into with the Partner. The Lead Donor will enter into an addendum to the Agreement to reflect the contributions of the Ministry of Foreign Affairs of Denmark and the Netherlands Minister for European Affairs and International Cooperation. The addendum to the Programme Agreement will clearly state the Ministry of Foreign Affairs of Denmark and the Netherlands Minister for European Affairs and International Cooperation co-financing of the Programme and the Lead Donor's authority to represent the Donors in accordance with this Arrangement. The Ministry of Foreign Affairs of Denmark and the Netherlands Minister for European Affairs and International Cooperation will carry no responsibility or liability towards the Partner for the implementation of the Programme Agreement.

The Lead Donor will submit a copy of the Programme Agreement and any addendum to the Co-Donors for information when the Programme Agreement has been entered

## Arrangement on Delegated Cooperation for the PSNP 2011-2014

into. The same applies in respect of any other amendments to the Programme Agreement, which will also be subject to consultations; see Paragraph III, Section 3. Further, the Lead Donor will submit a copy of this Arrangement to the Partner as soon as it has been entered into.

In addition to the above mentioned Programme Arrangement, Sida will enter into a separate agreement with the Partner stating that Sida will contribute funds to the Programme on terms and provisions identical to those prescribed in the Programme Arrangement.

4. No offer, payment, consideration, gift or benefit of any kind, which could be regarded as an illegal or corrupt practice, has or will be made, promised, sought or accepted, neither directly nor indirectly, as an inducement or reward in relation to activities funded under this Arrangement, incl. tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this Arrangement and for such additional action, civil and/or criminal, as may be appropriate.
5. The Donors and the Partner agree to co-operate on preventing corruption within and through the Programme and undertake to take rapid legal measures to stop, investigate and charge any party suspected on good grounds of corruption or other wilful misuse of resources.
6. The Partner will assure that its staff and any consultants appointed by the Programme strictly abstain from offering third parties, or seeking, accepting or being promised from or by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.
7. The Partner will promptly inform the Donors of any instances of corruption as referred to in this paragraph.

### Paragraph II Contribution of the Donors

1. The Donors will, subject to parliamentary appropriations, make total contributions not exceeding the following amounts (collectively referred to as the Contribution) exclusively to support the Programme in the period July 2011 – June 2014:

Donors	Total in National Currency	Total in USD
MFA	up to NOK 11 000 000	approx. 1 979 610
The Netherlands Ministry for European Affairs and International Cooperation	up to USD 1 610 757	approx. 1 610 757
Sida	up to SEK 15 000 000	approx. 1 353 036
The Ministry of Foreign Affairs of Denmark	up to DKK 3 016 000	approx. 579 872
<b>TOTAL</b>		<b>Approx. 5 523 275</b>

2. Upon completion of the Programme any remaining Programme funds on the bank account of the Lead Donor mentioned in Paragraph IV, Section 2, including any accrued interests and funds returned from the Partner according to the Programme Agreement will be refunded on a proportional basis unless otherwise decided by the Donors.

## Arrangement on Delegated Cooperation for the PSNP 2011-2014

### Paragraph III Cooperation and representation

1. The Lead Donor will administer the Contribution and follow up the Programme towards the Partner in accordance with the stipulations in the Programme Agreement and the Lead Donor's prevailing general principles and guidelines for development assistance.
2. The Lead Donor will promptly inform the Co-Donors of any event that interferes or threatens to interfere with the successful implementation of the Programme.
3. The Lead Donor will consult with the Co-Donors in case fundamental changes which adversely affect the Programme occur and before making any decision of principle regarding the Programme, e.g. before suspension or termination of, or amendments to, the Programme Agreement. The Lead Donor will obtain the Co-Donors' approval before withholding or reclaiming the Co-Donors' funds from the Partner. Further, for the avoidance of any doubt, the Lead Donor will not be authorized to cancel or terminate the bilateral arrangement/agreement (if any) entered into between the Co-Donors and the Partner according to Paragraph I, Section 2.
4. The Donors will meet twice a year (the Semi Annual and the Annual Donor Meeting) within second and fourth quarter each year, and at least a week before the Donors' meetings with the Partner, in order to discuss the progress of the Programme and the cooperation between the Donors. The documentation submitted according to Paragraph V will form the basis for the discussions. The meeting will be called and chaired by the Lead Donor. The Lead Donor will draft minutes from the meeting, and send the draft for comments and approval to the Co-Donors within two weeks after the meeting. Moreover, the Co-Donors may at any time request a meeting with the Lead Donor to discuss the progress and plans of the Programme and the cooperation between the Donors.
5. Subject to applicable law the Co-Donors will be given access, whenever requested, to all documentation and information in the possession of the Lead Donor pertaining to Lead Donor's administration of the Contribution and implementation of the Programme. Further, the Lead Donor will obtain from the Partner any information or documentation relating to the Programme that the Co-Donors may reasonably request.

The entities competent to act on behalf of each of the Donors in matters related to this Arrangement are:

For the Lead Donor: Representative Office of Norway to the Palestinian Authority – Al Ram  
For the Ministry of Foreign Affairs of Denmark: Representative office of Denmark to the Palestinian Authority – Ramallah

For the Netherlands Ministry for European Affairs and International Cooperation:  
Representation of the Kingdom of the Netherlands to the Palestinian Authority, Ramallah  
For the Swedish International Development Cooperation Agency (Sida): Swedish Consulate  
General in Jerusalem

All communication in regard to this Arrangement will be directed to the above mentioned entities.

### Paragraph IV Disbursements

1. Disbursements from the Co-Donors to the Lead Donor will be made semi-annually depending on the progress and performance to date and the liquidity needs of the Programme the coming period of six months. Upon receiving disbursement requests from the Partner the Lead Donor will submit written disbursement requests to the Co-Donors supported by the necessary documentations. Sida will, in accordance with its bilateral agreement with the PLO, disburse directly to the Partner upon the written request by the Lead Donor to the Co-donors.

## Arrangement on Delegated Cooperation for the PSNP 2011-2014

2. Upon approval of the disbursement requests from the Lead Donor, the Co-Donors will disburse their contribution to the Lead Donor's interest bearing bank account with the details as follows:

Account Name: The Representative Office of Norway – PNSP  
Address: Dahiet Al Barid, the World Bank Building  
P.O.Box 25161  
Jerusalem

Name of the Bank: 10 2 e

Branch Name: 10 2 e

Account number: 10 2 e

10 2 e

Swift Code: 10 2 e

The Lead Donor will immediately in writing acknowledge receipt of the contribution. Upon receiving the Co-Donors' contribution, the Lead Donor will disburse the contributions to the Partner.

3. Swedish disbursement will go directly to the designated Partner account.

### Paragraph V Reporting

1. Within two weeks before the Semi-Annual Donor Meeting the Lead Donor will submit to the Co-Donors for information a copy the following documentation which the Partner has submitted for the forthcoming meeting with the Lead Donor:
  - the semi-annual progress report
  - the semi-annual financial statement
  - the work plan and budget for the coming six months period.
2. Within two weeks before the Annual Donor Meeting the Lead Donor will submit to the Co-Donors for information a copy the following documentation which the Partner has submitted for the forthcoming meeting with the Lead Donor:
  - the annual progress report
  - the annual financial statement
  - the audit report of the preceding fiscal year
  - the work plan and budget for the subsequent fiscal year.
3. Within a week before the Semi Annual and the Annual Donor Meeting, the Lead Donor will submit to the Co-Donors for information:
  - Lead Donor's assessment of the above mentioned documentation
  - Lead Donor's draft mandate for the meeting with the Partner highlighting key issues and strategic matters which the Lead Donor plans to discuss with the Partner.

The above-mentioned provisions will apply correspondingly to the final report, the final financial statements and the final audit report from the Partner.

4. The Lead Donor will further submit to the Co-Donors for information, as soon as it is available, a copy of the agreed minutes from the semiannual and annual meeting with the Partner.
5. Upon completion of the planned midterm and final external evaluation of the Programme, the following will be submitted to the Co-Donors for information:
  - prior to the review/evaluation a copy of the draft Terms of Reference
  - a copy the review/evaluation report
  - any comments by the Partner to the report
  - the Lead Donor's assessment of the report and suggestions to any follow up actions.
6. Within 3 months after the end of the Lead Donor's fiscal year each year the Lead Donor will submit to the Co-Donors financial statements showing, as per the end of the previous fiscal year, funds received from the Co-Donors, funds disbursed to the

## Arrangement on Delegated Cooperation for the PSNP 2011-2014

Partner, each Donor's contribution to the disbursements, audit expenditures and the balance of the Contribution carried over to the following year. The financial statements will be in USD. Further, the Lead Donor will submit to the Co-Donors a copy of an audit report pertaining to the bank account mentioned in Paragraph IV, Section 2. The cost of the audit will be covered by the Donors' funds.

### Paragraph VI Reservations

1. The Donors will do their utmost to reach a joint position on how to handle the matter if one or more of the Donors are of the opinion that its contribution has not been, or will not be, used and/or accounted for by the Partner as described in the Programme Agreement, including if one or more of the Donors are of the opinion that political changes which would negatively affect the achievement of the goal and objectives of the Programme have occurred. The Donors may decide, without affecting other actions that the Lead Donor will:
  - withhold/suspend any future disbursements to the Partner
  - reclaim all or part of the funds already disbursed to the Partner and/or
  - cancel the Programme Agreement and this Arrangement.
2. If the Donors are unable to reach a joint position on how to handle the matter, each Donor may, without affecting other actions:
  - withhold/suspend any future disbursements to the Lead Donor
  - reclaim any contribution transferred to the Lead Donor, but not yet disbursed to the Partner and/or
  - request, in respect of its contribution, that the Lead Donor takes any such action as mentioned in Section 1 above towards the Partner.
3. If a political situation in the Palestinian Territory should arise which in the opinion of a Co-Donor could negatively affect the attainment of the objectives of the Programme, the Co-Donor reserves the right, after consultations with the other Donors, to withhold or suspend disbursements to the Partner from their contribution with immediate effect as well as to terminate this Arrangement upon four months written notice. Any disbursements of the Co-Donor's contribution to the Partner during such notice period will be subject to approval by the Co-Donor.
4. If the Lead Donor does not fulfil its commitments according to this Arrangement, each Co-Donor may, after consultations with the Lead Donor, without affecting other actions:
  - withhold/suspend any future disbursements
  - reclaim all or part of funds already disbursed to the Lead Donor and/or
  - cancel this Arrangement.
5. In respect of funds already disbursed or irrevocably committed to the Partner or any other third party in accordance with this Arrangement, the Lead Donor's repayment to the Co-Donors will be limited to the amount repaid by the Partner or such third party.
6. The Lead Donor will inform the Partner immediately in writing of any action as referred to in this paragraph, and will take any necessary actions in respect of the Programme Agreement, including (partially) cancel the Programme Agreement. In case of cancellation of this Arrangement by one or more of the Donors, the Donors will consult with each other on how to bring the Arrangement to an orderly end in respect of the cancelling Donor(s). Any amount corresponding to the contribution by the cancelling Donor(s) which remains unspent by the Partner will be returned to that/those Donor(s) immediately and unconditionally unless otherwise decided by the Donors.
7. In respect of unspent funds in the possession of the Partner the Lead Donor will exercise its best efforts in reclaiming the cancelling/reclaiming Donor(s) contribution from the Partner. However, the Lead Donor will not cover/reimburse any amounts which are not repaid by the Partner or which have been irrevocably committed in good faith to any third party.

Arrangement on Delegated Cooperation for the PSNP 2011-2014

**Paragraph VII Duration - Disputes**

1. The delegated cooperation under this Arrangement will start with retroactive effect from 1 July 2011, and will end on 30 June 2014 unless the Donors decide to change the date.
2. Each Donor may terminate this Arrangement upon three months written notice to the other Donors. Paragraph VI, Section 5 will apply accordingly.
3. If any dispute arises relating to the implementation or interpretation of this Arrangement, the Donors will consult with a view to reaching a solution.

The undersigned have signed the Arrangement in four originals in the English language.

Done in Jericho on the fourth day of November of 2011.

For the Norwegian Ministry of Foreign Affairs

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10 2 e

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For the Netherlands Minister for European Affairs and International Cooperation

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Birgitta Tazelaar  
Head of Mission

For the Swedish International Development Cooperation Agency (Sida)

10 2 e

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**Arrangement on Delegated Cooperation**

**between**

**the Norwegian Ministry of Foreign Affairs**

**and**

**the Ministry of Foreign Affairs of Denmark,**

**the Netherlands Minister for Foreign Trade and Development  
Cooperation,**

**Sweden represented by the Swedish International  
Development Cooperation Agency,**

**regarding support to the Palestinian Negotiations Support  
Project 2015 – 2017**

WHEREAS the Norwegian Ministry of Foreign Affairs (MFA), Ministry of Foreign Affairs of Denmark, the Netherlands Minister for Foreign Trade and Development Cooperation and Sweden represented by the Swedish International Development Cooperation Agency (Sida) have entered into an Arrangement on Delegated Cooperation dated 4 November 2011 regarding support to the Palestinian Negotiations Support Project from July 2011 to June 2014,

WHEREAS UK Department for International Development (DFID) have decided to support the Palestinian Negotiations Support Project from July 2011 to June 2014 and to channel their support through MFA as Lead Donor as specified in addendum one to the Arrangement on Delegated Cooperation entered into between MFA, the Ministry of Foreign Affairs of Denmark, the Netherlands Minister for Foreign Trade and Development Cooperation, Sida and the DFID on 17 August 2012,

WHEREAS the Negotiations Affairs Department to the Palestinian Liberation Organization (the Partner) has requested MFA, Ministry of Foreign Affairs of Denmark, the Netherlands Minister for Foreign Trade and Development Cooperation and Sweden, represented by Sida (Sweden) (together the Donors) for continued support to the Palestinian Negotiations Support Project from January 2015 – December 2017 (the Programme);

WHEREAS the Donors have decided to comply with the request;

WHEREAS Denmark and the Netherlands wish to channel their support through MFA (the Lead Donor), who will take on the responsibility of acting on behalf of Denmark, the Netherlands and Sweden (the Co-Donors) as specified in this arrangement on delegated cooperation (this Arrangement);

WHEREAS Sweden will be signing a separate agreement for its contribution to the Programme and channel their funding in accordance with the bilateral agreement with the Partner;

WHEREAS the Lead Donor has entered into an agreement with the Negotiations Affairs Department to the Palestine Liberation Organization (the Programme Agreement) regarding support to and implementation of the Programme;

WHEREAS respect for human rights, democratic principles, the rule of law and good governance will form the basis of the cooperation and constitute essential elements of this Arrangement and the Programme Agreement;

NOW THEREFORE the Donors have reached the following understanding:

**Paragraph I Scope and objectives**

1. This Arrangement sets forth common provisions and procedures for the delegated cooperation between the Donors regarding their support to the Programme. The objective of the Arrangement is to improve donor coordination and harmonization through delegated cooperation, thereby reducing the administrative burden of the Partner and enhancing the efficiency of the Donors' development cooperation.
2. The Goal of the Programme is "to achieve a just, lasting and comprehensive two-state solution to the Israeli-Palestinian conflict on the basis of a negotiated settlement and international resolutions."

The Outcome is "Palestinian leadership empowered for effective negotiations and

Palestinian Negotiations Support Project 2015-2017

agreement implementation with Government of Israel and state to state issues and engagement with the international community and diplomatic efforts.”

3. The scope of the Programme as well as the provisions for the support of the Donors to the Programme towards the Partner will be defined in the Programme Agreement which the Lead Donor will enter into with the Partner. The Programme Agreement will clearly state Denmark and the Netherlands’ co-financing of the Programme and the Lead Donor’s authority to represent the Donors in accordance with this Arrangement. Denmark and the Netherlands will carry no responsibility or liability towards the Partner for the implementation of the Programme Agreement.

The Lead Donor will submit a copy of the Programme Agreement and any addendum to Co-Donors for information when the Programme Agreement has entered into force. The same applies in respect of any amendments to the Programme Agreement, which will also be subject to consultations, see Paragraph III, Section 3. Further, the Lead Donor will submit a copy of this Arrangement to the Partner as soon as it has entered into force.

In addition to the above mentioned Programme Arrangement, Sweden will enter into a separate agreement with the Partner stating that Sweden will contribute funds to the Programme on terms and provisions identical to those prescribed in the Programme Arrangement.

4. No offer, payment, consideration, gift or benefit of any kind, which could be regarded as an illegal or corrupt practice, has or will be made, promised, sought or accepted, neither directly nor indirectly, as an inducement or reward in relation to activities funded under this Arrangement, incl. tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this Arrangement and for such additional action, civil and/or criminal, as may be appropriate.
5. The Donors and the Partner agree to co-operate on preventing corruption within and through the Programme and undertake to take rapid legal measures to stop, investigate and charge any party suspected on good grounds of corruption or other willful misuse of resources.
6. The Partner will promptly inform the Donors of any instances of corruption as referred to in this paragraph.

**Paragraph II Contribution of the Donors**

1. The Donors will, subject to parliamentary appropriations, make total contributions not exceeding the following amounts (collectively referred to as the Contribution) exclusively to support the Programme in the period January 2015 – December 2017:

Donors	Total in National Currency	Total in USD
Lead Donor: Norwegian Ministry of Foreign Affairs	NOK 14,8 million	USD 1,82 million
Co-Donor: The Netherlands Minister for Foreign Trade and Development Cooperation	USD 1,81 million	USD 1,81 million
Co-Donor: Sida	SEK 14,6 Million	USD 1,69 million
Co-Donor: The Ministry of Foreign Affairs of Denmark	DKK 10 million	USD 1,44 million
<b>TOTAL</b>		<b>USD 6,76 million</b>

2. Upon completion of the Programme any remaining Programme funds on the bank account of the Lead Donor mentioned in Paragraph IV, Section 2, including any unspent interests and funds returned from the Partner according to the Programme Agreement will be refunded on a proportional basis unless otherwise decided by the Donors.

**Paragraph III Cooperation and representation**

1. The Lead Donor will administer the Contribution and follow up the Programme towards the Partner in accordance with the stipulations in the Programme Agreement and the Lead Donor's prevailing general principles and guidelines for development assistance.
2. The Lead Donor will promptly inform the Co-Donors of any event that interferes or threatens to interfere with the successful implementation of the Programme.
3. The Lead Donor will consult with the Co-Donors in case fundamental changes which adversely affect the Programme occur and before making any decision of principle regarding the Programme, e.g. before suspension or termination of, or amendments to, the Arrangement. The Lead Donor will obtain Denmark and the Netherlands' approval before withholding or reclaiming Denmark and the Netherlands' funds from the Partner. Further, for the avoidance of any doubt, the Lead Donor will not be authorised to cancel or terminate the bilateral arrangement/agreement (if any) entered into between the Co-Donors and the Partner according to Paragraph 1, Section 2.
4. The Donors will meet twice a year (the Semi-Annual and the Annual Donor Meeting) within the first and third quarter each year and at least two week before the Donors' meeting with the Partner, in order to discuss the progress of the Programme and the cooperation between the Donors. The documentation submitted according to Paragraph V will form the basis for the discussions. The meeting will be called and chaired by the Lead Donor. The Lead Donor will draft minutes from the meeting, and send the draft for comments and approval to the Co-Donors within two weeks after the meeting. Moreover, the Co-Donors may at any time request a meeting with the Lead Donor to discuss the progress and plans of the Programme and the cooperation between the Donors.
5. Subject to applicable law, the Co-Donors will be given access, whenever requested, to all documentation and information in the possession of the Lead Donor pertaining to Lead Donor's administration of the Contribution and implementation of the Programme. Further, the Lead Donor will obtain from the Partner any information or documentation relating to the Programme that the Co-Donors may reasonably request.
6. The entities competent to act on behalf of each of the Donors in matters related to this Arrangement are:  
  
For the Lead Donor: Representative Office of Norway to the Palestinian Authority – Al Ram  
For the Ministry of Foreign Affairs of Denmark: Representative office of Denmark to the Palestinian Authority - Ramallah  
For the Netherlands Minister for Foreign Trade and Development Cooperation: Representative of the Kingdom of the Netherlands to the Palestinian Authority, Ramallah  
For Sweden represented by Sida: Consulate General of Sweden in Jerusalem
7. All communication in regard to this Arrangement will be directed to the above mentioned entities.

**Paragraph IV Disbursements**

1. Disbursements from Denmark and the Netherlands to the Lead Donor will be made semi-annually depending on the progress and performance to date and the liquidity needs of the Programme the coming period of six months. Upon receiving disbursement requests from the Partner the Lead Donor will submit written disbursement requests to the Co-Donors supported by the necessary documentations. Sweden will, in accordance with its bilateral

agreement with the PLO, disburse directly to the Partner upon the written request by the Lead Donor to the Co-donors.

2. Upon approval of the disbursement requests from the Lead Donor, Denmark and the Netherlands will disburse their contribution to the Lead Donor's bank account. The Lead Donor will immediately in writing acknowledge receipt of the contribution. Upon receiving their contribution, the Lead Donor will disburse the contributions to the Partner.
3. The Swedish contribution will go directly to the designated Partner account in accordance with the agreement between Sweden and the Partner.

#### **Paragraph V Reporting**

1. Within two weeks before the Semi-Annual Donor Meeting the Lead Donor will submit to the Co-Donors for information a copy of the following documentation which the Partner has submitted for the forthcoming meeting with the Lead Donor:
  - the semi-annual progress report
  - the semi-annual financial statement
  - the work plan and budget for the coming six months period.

Within two weeks before the Annual Donor Meeting, the Lead Donor will submit to the Co-Donors for information a copy of the following documentation which the Partner has submitted for the forthcoming meeting with the Donors:

- the annual progress report
- the annual financial statement
- the audit report of the preceding fiscal year
- the work plan and budget for the subsequent fiscal year.

Within a week before the Semi-Annual and the Annual Donor Meeting, the Lead Donor will submit to the Co-Donors for information:

Lead Donor's assessment of the above mentioned documentation

- Lead Donor's draft mandate for the meeting with the Partner highlighting key issues and strategic matters which the Donors plans to discuss with the Partner.

- The above-mentioned provisions will apply correspondingly to the final report, the final financial statements and the final audit report from the Partner.

2. The Lead Donor will further submit to the Co-Donors for information, as soon as it is available, a copy of the agreed minutes from the semi-annual and annual meeting with the Partner.
3. A midterm evaluation will be carried out within the third quarter of 2016, and a final external evaluation will be carried out within the third quarter of 2017. Upon completion of the planned midterm and final external evaluation, the following will be submitted to the Co-Donors for information:
  - prior to the evaluation a copy of the draft Terms of Reference
  - a copy of the evaluation report
  - any comments by the Partner to the report
  - the Lead Donor's assessment of the report and suggestions to any follow up actions.

Within 3 months after the end of the Lead Donor's fiscal year each year the Lead Donor will submit to the Co-Donors financial statements showing, as per the end of the previous fiscal year, funds received from Denmark and the Netherlands, funds disbursed to the Partner, each Donor's contribution to the disbursements and the balance of the Contribution carried over to the following year. The financial statements will be in USD. Further, the Lead Donor will submit to the Co-Donors a copy of any audit report pertaining to the bank account mentioned in Paragraph IV, Section 2. The cost of the audit will be covered by the Donors' funds.

**Paragraph VI Reservations**

1. The Donors will do their utmost to reach a joint position on how to handle the matter if one or more of the Donors are of the opinion that its contribution has not been, or will not be, used and/or accounted for by the Partner as described in the Programme Agreement, including if one or more of the Donors are of the opinion that political changes which would negatively affect the achievement of the goal and objectives of the Programme have occurred. The Donors may decide, without affecting other actions, that the Lead Donor will:
  - withhold/suspend any future disbursements to the Partner
  - reclaim all or part of the funds already disbursed to the Partner and/or
  - cancel the Programme Agreement and this Arrangement.
2. If the Donors are unable to reach a joint position on how to handle the matter, both Denmark and the Netherlands may, without affecting other actions:
  - withhold/suspend any future disbursements to the Lead Donor
  - reclaim any contribution transferred to the Lead Donor, but not yet disbursed to the Partner and/or
  - request, in respect of its contribution, that the Lead Donor takes any such action as mentioned in Section I above towards the Partner.
3. If a political situation in the Palestine should arise which in the opinion of a Co-Donor could negatively affect the attainment of the objectives of the Programme, the Co-Donor reserves the right, after consultations with the other Donors, to withhold or suspend disbursements to the Partner from its contribution with immediate effect as well as to terminate this Arrangement upon four months written notice. Any disbursements of the Co-Donor's contribution to the Partner during such notice period will be subject to approval by the Co-Donor.
4. If the Lead Donor does not fulfil its commitments according to this Arrangement, each Co-Donor may, after consultations with the Lead Donor, without affecting other actions:
  - withhold/suspend any future disbursements and/or
  - cancel this Arrangement
5. Denmark and the Netherlands may,
  - reclaim all or part of funds already disbursed to the Lead Donor

In respect of funds already disbursed or irrevocably committed to the Partner or any other third party in accordance with this Arrangement, the Lead Donor's repayment to Denmark and/or the Netherlands will be limited to the amount repaid by the Partner or such third party.

The Lead Donor will inform the Partner immediately in writing of any action as referred to in this paragraph, and will take any necessary actions in respect of the Programme Agreement, including (partially) cancel the Programme Agreement. In case of cancellation of this Arrangement by one or more of the Donors, the Donors will consult with each other on how to bring the Arrangement to an orderly end in respect of the cancelling Donor(s). Any amount corresponding to the contribution by the cancelling Donor(s) which remains unspent by the Partner will be returned to that/those Donor(s) immediately and unconditionally unless otherwise decided by the Donors.

In respect of unspent funds in the possession of the Partner the Lead Donor will exercise its best efforts in reclaiming the cancelling/reclaiming Donor(s) contribution from the Partner. However, the Lead Donor will not cover/reimburse any amounts which are not repaid by the Partner or which have been irrevocably committed in good faith to any third party.

**Paragraph VII Duration - Disputes**

Palestinian Negotiations Support Project 2015-2017

1. The delegated cooperation under this Arrangement will start on the date it is signed by the Donors, and will end on 31 December 2017 unless the Donors decide to change the date.
2. Each Donor may terminate this Arrangement upon four months written notice to the other Donors. Paragraph VI, Section 5 will apply accordingly.
3. If any dispute arises relating to the implementation or interpretation of this Arrangement, the Donors will consult with a view to reaching a solution.
4. The undersigned have signed the Arrangement in four originals in the English language.

Done in Ramallah the twentieth day of April of 2015.

For the Norwegian Ministry of Foreign Affairs

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For the Ministry of Foreign Affairs of Denmark

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For the Netherlands Minister for Foreign Trade and Development Cooperation

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Peter Mollema  
Representative – Representative Office of the Kingdom of the Netherlands to the  
Palestinian Authority- Ramallah

For Sweden represented by the Swedish International Development Cooperation Agency  
(Sida)

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**Addendum to Arrangement on Delegated Cooperation**

**Between**

**The Norwegian Ministry of Foreign Affairs**

**And**

**Ministry of Foreign Affairs of Denmark, the Netherlands Minister of Foreign  
Trade og Development Cooperation and the Swedish International  
Development Cooperation Agency (Sida) (the Co-Donors)**

**Concerning**

**'The Palestinian Negotiations Support Project  
January 2015-December 2017**

WHEREAS the Norwegian Ministry of Foreign Affairs (MFA) and the Negotiations Affairs Department (NAD) have entered into an agreement dated 20 April 2015 (the Agreement) on development cooperation concerning 'The Palestinian Negotiations Support Project July 2015 – June 2017' (the Programme),

WHEREAS the Norwegian Ministry of Foreign Affairs (MFA), and the Ministry of Foreign Affairs of Denmark (Denmark), the Netherlands Minister of Foreign Trade and Development Cooperation (the Netherlands), and the Swedish International Development Cooperation Agency (Sida) (the Co-Donors) (jointly referred to as the Donors) have entered into a delegated cooperation arrangement dated 20 April 2015 to jointly support the Programme (the Arrangement).

WHEREAS Denmark and the Netherlands wish to continue channeling their support through MFA (Lead Donor) who will take the responsibility of acting on behalf of the Co-Donors as specified in the Arrangement and this Addendum (the Addendum),

WHEREAS Sida will be signing a separate amendment to the original bilateral agreement signed between Sida and NAD for its contribution to the Programme,

WHEREAS MFA and the Co-Donors have agreed on amending the Arrangement, in order to make available to NAD the financial grants appropriated by the Donors, and to make certain other adjustments to the Arrangement.

NOW THEREFORE MFA and the Co-Donors have reached the following understanding, which shall constitute an Addendum to, and be an integral part of, the Arrangement:

#### **1- Time Extension**

The support period set forth in the Arrangement will hereby be extended to 31 December 2018, ref Article II, Clause 1 and Article VII, Clause 1.

#### **2- Additional grant**

Subject to the appropriation of each of the Donors, and on the terms and conditions of the Arrangement and this Addendum, additional grant is provided by Sida for the value of not exceeding SEK 4 305 890 and MFA for the value of not exceeding NOK 650 000 so that the total contribution from the Donors to the Programme will be up to the following:

<b>Donor</b>	<b>Currency</b>	<b>Original Contribution</b>	<b>additional Contribution</b>	<b>Amended total contribution</b>
<b>MFA</b>	NOK	14 800 000	650,000	15 450 000
<b>The Netherlands</b>	USD	1 810 000	0	1 810 000
<b>Denmark</b>	DKK	10 000 000	0	10 000 000
<b>Sida</b>	SEK	14 600 000	4 305 890	18 905 890

The purpose of the additional grant by Sida is to provide additional contribution to the fund allocated by the Donors for the programme activities for 2018. The additional grant provided by MFA is to enable NAD to conduct the East Jerusalem Study as explained in Annex 3.

The additional grant will be disbursed upon written request as described in the Arrangement.

**4- Remaining conditions of the Arrangement**

All other provisions of the Arrangement shall remain unchanged and in force.

**5- Entry into effect and duration**

This Addendum will enter into effect on the date of the last signature, and remain in force until all obligations arising from it have been fulfilled.

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IN WITNESS WHEREOF the undersigned, acting on behalf of the respective Party, have signed the Addendum in two -2- originals in the English language, whereof the Parties keep one each. In the event of any discrepancies between the English language version and any later translations, the English language version shall prevail.

Date 30/5-2018

For the Norwegian Ministry of Foreign Affairs

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For The Netherlands Minister of Foreign Trade and Development Cooperation

102 e

Peter Mollema  
Representative of The King  
To The PA

For The Ministry of Foreign Affairs of Denmark

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For The Swedish International Development Cooperation Agency (Sida)

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