

**SPECIFIC AGREEMENT**

**BETWEEN**

**THE KINGDOM OF BELGIUM**

**AND**

**THE PALESTINIAN AUTHORITY**

**CONCERNING THE**

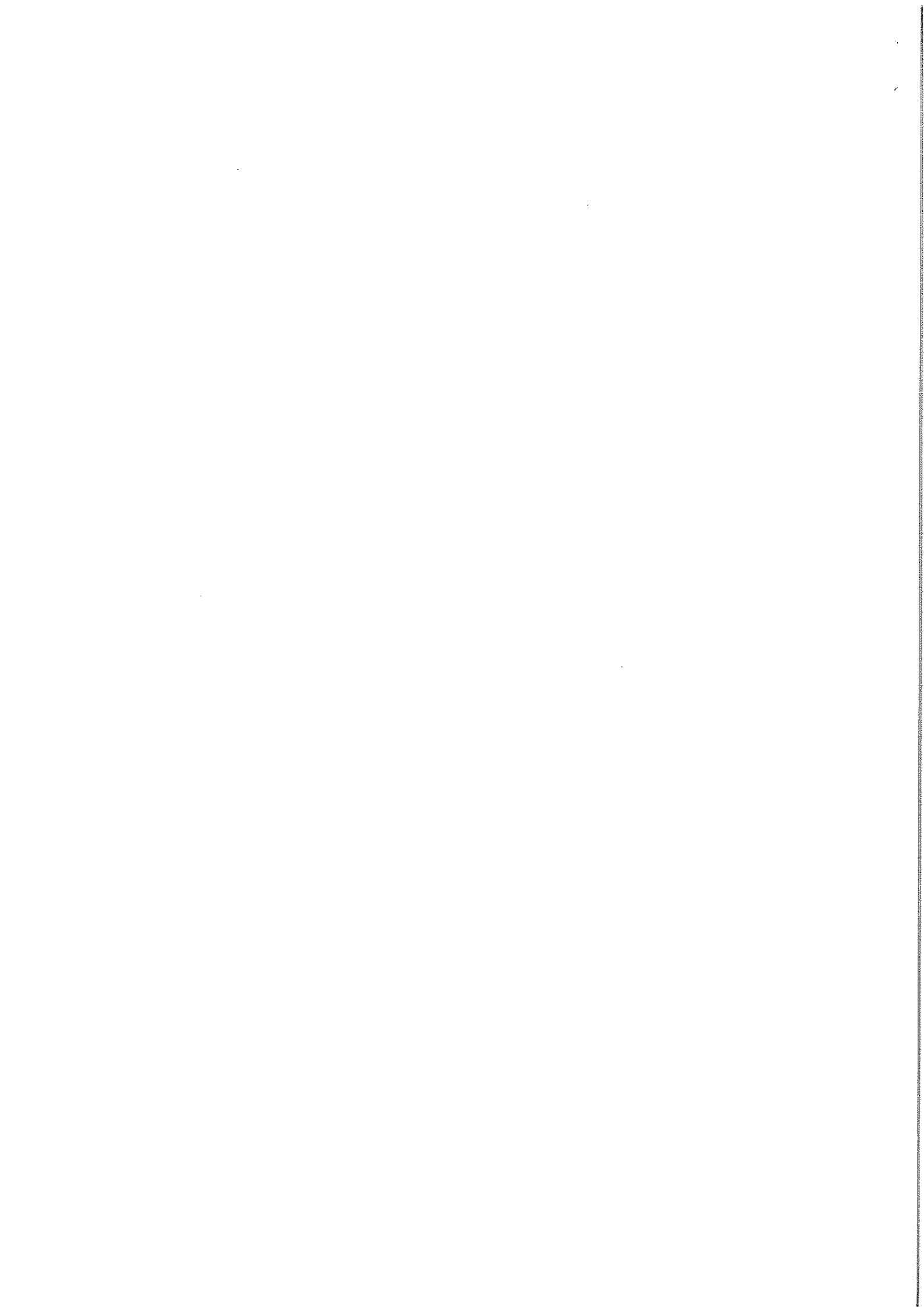
**“JOINT FINANCING ARRANGEMENT - JFA”**



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**The Government of the Kingdom of Belgium, hereinafter referred to as “the First Party”**

**And**

**The Palestinian Authority, hereinafter referred to as “the Second Party”**

**Both Parties jointly referred to as “the Parties”;**

Considering the existing relations of friendship and solidarity between the two Parties;  
Considering the General Agreement of Cooperation between the Parties signed in Ramallah on November 12<sup>th</sup>, 2001;  
Reference to the fourth meeting of the Belgian-Palestinian Cooperation Joint Committee held in Ramallah on November 23<sup>rd</sup>, 2011, and in particular to the Indicative Development Cooperation Programme 2012-2015;

Considering the JFA for support to the Education Development Strategic Plan (EDSP 2014-2019) signed by Norway, Finland, Ireland, Belgium and Germany/KfW on the 20th of October 2014.

**Hereby agree on the following provisions:**

#### **Article 1: Definition and objectives of the agreement**

This Specific Agreement concerns the participation of Belgium in the realization of the objectives of the Joint Financing Arrangement (JFA).

The overall goal of the JFA is to financially and technically support the implementation and the management of the EDSP 2014-2019.

#### **Article 2: Responsibilities of both Parties**

2.1 The First Party designates:

2.1.1 The “Directorate General for Development Cooperation”, of the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, hereinafter called DGD, as the Belgian administrative entity, responsible for the Belgian contribution. DGD is represented by the Head of Development Cooperation at the Consulate General of Belgium in Jerusalem.

2.1.2 The DGD designates the Belgian Technical Cooperation, hereinafter referred to as “BTC”, as the Belgian entity responsible for the Belgian participation in the monitoring of the implementation of the JFA and the transfer of funds. BTC is represented in Jerusalem by its Resident Representative.



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2.2. The Second Party designates:

- 2.2.1. The Ministry of Finance as the Second Party's administrative entity, responsible for the financial management of the JFA.
- 2.2.2. The Ministry of Education as the Second Party's entity responsible for the implementation of the JFA.

**Article 3: Contribution of the Parties**

The Belgian grant contribution to the JFA is € 9,000,000 (nine million euros) for the financial year 2015, 2016 and 2017. The Belgian contribution will contribute to an annual increase in the allocation to the education budget during that year. The Belgian contribution will be transferred in one instalment per year.

The first instalment of 3 Million Euro will be transferred after the signing of this Specific Agreement in the second semester of the fiscal year 2015, and upon approval of the.

- o Annual EDSP report for the fiscal year Yn-1, available in April Yn
- o Positive Audit Yn-2 (or the most recent audit report)

The second and third instalment of 3 million Euro each for FY 2016 and FY 2017 will be transferred in the third quarter of that fiscal year, upon achievement of the same conditions.

The First Party will transfer its contributions to a "Foreign Currency Account" bank account with the Ministry of Finance.

Within a month from the transfer being made by the First Party, the Ministry of Finance will issue a receipt to the BTC Resident Representative in Jerusalem, confirming the amount received and the bank account to which it was lodged.

In case of a negative audit, a management response is needed. An action plan for implementation of the management response needs to be presented by the country and approved by the development partners, before the next instalment can be released.

The planned disbursements can be delayed or even cancelled, in an evident case of fraud, in case not sufficiently corrected, after being detected and notified. In the case of serious misappropriation or misuse of transferred funds, Belgium reserves the right to unilaterally or jointly claim repayment in full or in part of the funds.



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#### **Article 4: Monitoring, Control and evaluation**

4.1 The Parties shall take all necessary administrative and budgetary measures to achieve the objectives of this Specific Agreement, including technical, administrative and financial monitoring and evaluation, as mentioned in sections 8, 9 and 10 of the JFA. The Parties shall inform each other about the results and possible recommendations of these control and evaluation exercises.

4.2 A Joint Education Annual Sector Review (ASR) will review the performance of the sector during the previous year and agree on sector priorities and resource allocation for the next financial year.

4.3 BTC is responsible for the Belgian participation in the monitoring of the implementation of the JFA in close collaboration with the Head of Development Cooperation at the Consulate General of Belgium in Jerusalem. The Belgian technical expertise, provided by BTC and based in Jerusalem, will also work with the other Development Partners and within the existing framework of monitoring mechanisms.

4.4 The Belgian focus in policy dialogue will be on quality aspects of education as given in the specific objectives of the EDSP.

#### **Article 5: Entry into force, Duration, Modifications and Termination**

5.1. This Specific Agreement will enter into force on the date of its signature by both Parties.

5.2. This Specific Agreement is valid for a period of 48 months starting from its date of signing.

5.3. The provisions of this Specific Agreement may be modified by mutual agreement between the Parties, through an Exchange of Letters.

5.4. Any disputes related to the application and interpretation of this Specific Agreement shall be settled through bilateral negotiation.

5.5. This Specific Agreement may be denounced by each of the Parties, through verbal note, subject to a six months' notice.

5.6 Either Party may suspend the implementation of the present Agreement. If one of the Parties deems that the other has failed to respect one of its fundamental obligations under the present Agreement, an obligation arising from the respect of human rights, democratic principles or the rule of law, as well as in cases of corruption, it shall notify the other Party of the relevant information required for a thorough examination of the situation, as well as of its intention to suspend the present Agreement in case of absence of an acceptable solution within three months. The Parties shall consult and determine the appropriate actions to be taken, within three months of the notification.



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5.7 Either Party may suspend the implementation of the present Agreement in case of force majeure during the duration of this force majeure. The Party invoking a case of force majeure shall notify the other Party of the relevant information required for a thorough examination of the situation in order to find an acceptable solution for the Parties. The Parties shall consult and determine the appropriate actions to be taken, within three months of the notification.

#### Article 6: Notifications

The notifications under this Specific Agreement, especially those containing articles related to its amendment or its interpretation shall be communicated through diplomatic channels at the following addresses:

Concerning the First Party:

To the Consulate General of Belgium in Jerusalem, to the attention of the Head of Development Cooperation.

Address:

Baibars street 5  
Sheikh Jarrah  
97200 Jerusalem  
P.O. Box 1150  
91010 Jerusalem

Concerning the Second Party:

To the Ministry of Finance and Planning.

Address:

P.O.Box 1336 Ramallah Palestine

To the Ministry of Education and Higher Education

Address:

P.O. Box 576 Ramallah Palestine





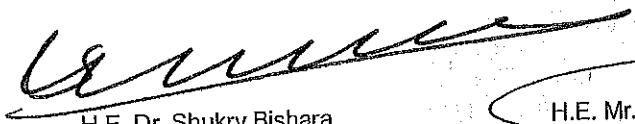
**Article 7: Final dispositions**

Done in Ramallah, on the 31<sup>st</sup> of August 2015, in two originals in the English language, both equally authentic. Each Party hereby acknowledging receipt of one original copy.

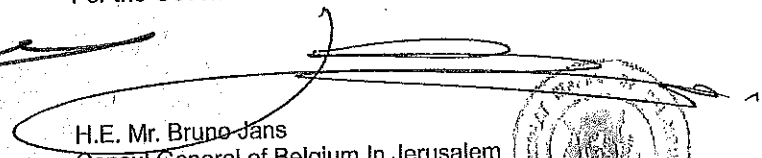
Authorized Signatories for each Party:

For the Palestinian Authority

For the Government of the Kingdom of Belgium



H.E. Dr. Shukry Bishara  
Minister of Finance and Planning



H.E. Mr. Bruno Jans  
Consul General of Belgium In Jerusalem



H.E. Dr. Sabir Saidam  
Minister of Education and Higher Education





COPIE CERTIFIÉE CONFORME À L'ORIGINAL  
MET HET ORIGINEEL INSLUITEND VERKLAARD AFSCRIFT  
Bruxelles,  
Brussel,

1 - -10- 2015

*Le Chef du Service des Affaires Étrangères de Belgique*  
*Service public fédéral, Affaires étrangères de Belgique*  
*Het Hoofd van de Dienst Verdragen van België*  
*Federale Overheidsdienst, Buitenlandse Zaken van België*