

**SPECIFIC AGREEMENT**

Between

**The Kingdom of Belgium**

and

**The Palestinian Authority**

Concerning the intervention

**Enhancing Capacities for Institution Building  
Programme**

**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 on Co-operation between the Parties signed on November 12<sup>th</sup>, 2001;

Reference made 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;

**Hereby agree on the following provisions:**

#### **ARTICLE 1 – Object of the Agreement**

- 1.1. Under the present Specific Agreement, the Parties undertake to fund the development and implementation of the intervention “Enhancing Capacities for Institution Building Programme”, hereinafter referred to as “the programme”, with the following objectives:
- 1.2. The general objective of the programme is:  
*“Contribution is brought to State building through enhancing the Palestinian capacities in view of institutional development”*
- 1.3. The specific objective is:  
*“The institutional capacities of the beneficiary institutions involved in the apprenticeships scheme and scholarships are improved”*

#### **ARTICLE 2- Responsibilities of the parties**

- 2.1 The Palestinian Authority designates:  
  
the Ministry of Education and Higher Education, hereinafter referred to as MoEHE, and the Ministry of Labor, hereinafter referred to as MoL as the administrative entities responsible for the implementation of the programme.

2.2. Belgium designates:

- 2.2.1. The Directorate general for Development Co-operation of the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation hereinafter referred to as "DGD", as the entity responsible for the Belgian financial contribution to the programme. DGD is represented in the occupied Palestinian territory (oPt) by the Head of Development Co-operation at the Belgian Consulate General in Jerusalem.
- 2.2.2. Belgium entrusts the follow up, guidance, monitoring, evaluation and auditing of the programme to the "Belgian Technical Cooperation" (a public-law company with social purposes hereinafter referred to as the "BTC"). BTC is represented in the occupied Palestinian Territory by its Resident Representative. BTC performs this task pursuant to an agreement concluded with the Belgian State.

**ARTICLE 3 – Cost of the Programme and sources of its funding.**

- 3.1 The total cost of the programme has been estimated at 5,148,000 €, of which:
- 3.2 148,000 € in kind to be contributed by the Palestinian Party.  
This contribution notably includes running costs for field vehicles, office space, national staff.
- 3.3. 5,000,000 € (five Million Euros) to be contributed by the Belgian Party.
- 3.4. The modalities for the use of this budget are further detailed in the Technical and Financial File annexed to this Agreement.

**ARTICLE 4 --Technical and Financial File**

- 4.1. The programme will be implemented according to the Technical and Financial File, attached to this Specific Agreement, hereinafter referred to as TFF.
- 4.2. With the exception of the specific objective of the programme (art.1.3), of the duration of the programme (art.12.1) and of the contributions of the Parties (art.3), for which a modification needs an Exchange of Letters between the Parties, the MoEHE, MOL and BTC may adapt the TFF according to the evolution of the general context and/or the course of the Programme.
- 4.3. BTC shall inform the DGD on the following modifications made to the programme:
- The way in which the Belgian and/or the Palestinian contribution is made available to the programme;
  - Results, including their respective budgets;
  - Responsibilities, attributions, composition and operating mode of the Steering Committee (SC);

- Approval mechanism for adapting the TFF;
- Indicators for the specific objective and for the results;
- Financial modalities for the implementation of the contribution of the Parties.

An adapted indicative financial programme will be included, if deemed necessary.

#### **ARTICLE 5 – Obligations of the Parties**

Each of the Parties shall take timely all institutional, administrative and budgetary measures required for the correct implementation of the commitments described in this Specific Agreement.

#### **ARTICLE 6 - Steering Committee (SC)**

- 6.1. The Parties agree to entrust the Steering Committee with the follow-up, the monitoring and the control of the implementation of the programme.
- 6.2. The composition, the attributions, the responsibilities and the operating mode of the SC are specified in the TFF.
- 6.3. The SC sets up its internal regulations with respect to the other articles of this Specific Agreement. Minutes of the meetings will be prepared by the programme Coordinators and signed by the SC members. One copy will be sent to the Head of Development Co-operation at the Consulate General in Jerusalem.
- 6.4. The SC shall meet twice a year and at the latest three months after the signature of the present Agreement. Extraordinary meetings can be called by the Chair, according to the needs.
- 6.5. Not later than three months before the end of the programme, the SC will meet to examine the final draft report of the programme, prepared according to the regulations defined in the TFF, and to clarify the modalities for ending the Programme as stipulated in article 12.2.

#### **ARTICLE 7 – Means by which the international technical assistance funded by the Belgian contribution is made available.**

- 7.1. The BTC can recruit and appoint technical assistance, both short term and long term, for the implementation of the programme. MoEHE and MoL will approve them prior to appointment.
- 7.2. The expatriate personnel, put at the disposal of the programme by BTC, benefits from the privileges mentioned under article 8 of the General Agreement on Direct Bilateral Cooperation between the Kingdom of Belgium and the Palestinian Authority.



#### **ARTICLE 8 – Privileges and immunities.**

- 8.1. No part of the Belgian contribution shall be used to pay any taxes, customs or import duties or other tax-related fees on supplies, equipment, works and services.
- 8.2. If duties or taxes are due according to the legislation, they will be covered by the Palestinian Party.

#### **ARTICLE 9 – Reciprocal information**

Each Party shall transmit to the other Party all information deemed relevant to the smooth and efficient implementation of the programme.

#### **ARTICLE 10 – Reports, monitoring and evaluation**

- 10.1. Procedures for administrative and operational, accounting and financial reporting are detailed in the TFF.
- 10.2. Either Party may, at any time, subject to preliminary information from the other Party, jointly or separately carry out an appraisal or an evaluation of the programme. In case the evaluation or appraisal is carried out separately, each Party communicates to the other its findings and conclusions.

#### **ARTICLE 11 – Sustainability of the results**

In order to assure the sustainability of the results of the programme, the Palestinian Authority will take all institutional, administrative and budgetary measures deemed necessary.

#### **ARTICLE 12: Duration, Extension, Renunciation and Amendment**

- 12.1. This Specific Agreement shall enter into force the day of the signature by both Parties and is concluded for a period of 60 months, that can not be extended. The execution of the programme shall have a duration of 48 months.
- 12.2. Funds available for activities started before the expiration of this Specific Agreement shall be automatically used beyond this date in case the related contracts have not been fully executed at the end of the programme.
- 12.3. After the financial closure of the programme, the funds not used will be re-allocated as project/ programme aid in the current Indicative Cooperation Programme during a Partner Committee and will be confirmed via an Exchange of Letters between the Parties.

- 12.4. This Agreement may be cancelled by each of the Parties, by Verbal Note, subject to a three-month notice. In this case, the funds that have not been used will be reallocated at the ending of that notice in accordance with the above article 12.3. All outstanding contracts related to the TFF, before the cancellation of this Agreement will be honoured as foreseen.
- 12.5. The clauses of this Specific Agreement can be modified by common agreement between the Parties via an Exchange of Letters.
- 12.6. Any dispute relating to the implementation or interpretation of this Specific Agreement shall be settled through negotiation between the Parties.

#### **ARTICLE 13 – Addresses**

- 13.1 All notifications related to the Specific Agreement and, more specifically, any such notifications pertaining to its **modification or interpretation**, shall be handled via diplomatic channels at the following addresses:

##### **For the First Party:**

The Head of Développement Co-operation  
Belgian Consulate General  
Baibars Street, 5, Sheikh Jarrah  
97200 Jerusalem  
POBOX 1150 91010 Jerusalem

##### **For the Second Party:**

The Ministry of Planning and Administrative Development  
P.O. Box 4557- El Masyoun Ramallah  
Palestine

- 13.2.1 All notifications and communications related to the implementation of the Specific Agreement shall be communicated to:

for the First Party:

BTC Resident Representative  
BTC Office  
Nashashibi Street  
Sheikh Jarrah  
97200 Jerusalem

For the Second Party

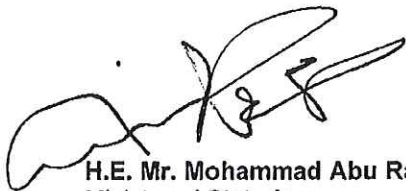
The Ministry of Education and Higher Education  
P.O. Box 576 Ramallah  
Palestine

The Ministry of Labor  
P.O. Box 350 Ramallah  
Palestine

Done in Ramallah, on **July 17, 2013** in four originals in the English language, all four copies equally authentic, each Party hereby acknowledging receipt of its copy.

In witness whereof the undersigned, duly authorised hereto by their respective Governments, have signed this agreement.

For the  
Palestinian Authority



**H.E. Mr. Mohammad Abu Ramadan**  
Minister of State for  
Planning Affairs

For the Government of the  
Kingdom of Belgium



**H.E. Mr. Gerard Cockx**  
Consul General of Belgium  
in Jerusalem

*Ali Z. AbuZuhri*  
**H.E. Dr. Ali Abu Zuhri**  
Minister of Education  
and Higher Education

**H.E. Dr. Ahmad Al-Majdalani**  
Minister of Labour

