

SPECIFIC AGREEMENT

between

the Kingdom of BELGIUM

and

the Palestinian Authority

regarding

the Country Portfolio Palestine 2022-2026

The Kingdom of Belgium, represented by the Minister for Development Cooperation, hereby acting through Mr. Wilfried Pfeffer, Consul-General, and hereinafter referred to as Belgium on the one hand

And

The Palestinian Authority, represented by the Prime Minister's Office, hereby acting through Mr. Shukri Bishara, Minister of Finance referred to as the Palestinian Authority on the other hand

Hereafter referred to as "the Parties"

- Acknowledging the relations of friendship and solidarity existing between both Parties;
- Considering the subscription to the General Cooperation Agreement between the Kingdom of Belgium and the Palestinian Authority signed in Ramallah on November 12th 2001.

AGREE AS FOLLOWS:

Article 1: Subject of the Agreement

1.1 By the present Specific Agreement, hereinafter referred to as Agreement, a framework is provided for the implementation, the funding and the monitoring of the general and specific objectives that follow.

1.2. The general objectives are:

1.2.1. Pillar 1 : Youth empowerment - Young people in Palestine develop into active and critical citizens, ready for local and global challenges, through improved education, training, guidance and access to employment.

1.2.2. Pillar 2 : Climate and Environment – The Palestinian population makes use of the opportunities of a sustainable environment

1.3. The specific objectives are:

1.3.1. Pillar 1 – Youth Empowerment :

1.3.1.1. Inclusive Access to Quality Education & Learning : Boys and girls, young women and men access quality education and acquire Science, Technology, Engineering, Arts, Mathematics (STEAM) and 21st century skills in a conducive learning environment.

1.3.1.2. Youth Protection & Civic Engagement : Vulnerable boys and girls, young women and men are protected against violence, they access quality psycho-social, mental health, gender-based violence (GBV) and legal counselling and support

services, their rights are promoted, they are well-informed and enabled to participate in decision-making, and they actively engage in their community.

1.3.1.3. Pathways to Employment : More young women and men in Palestine are employed in decent work conditions or have their own income-generating business.

1.3.1.4. At the core of this pillar is supporting the infrastructure and digital transformation of the education system, and in promoting TVET and the integration of 21st century skills development for children/adolescents and youth with a special focus on East Jerusalem, and other marginalized areas.

1.3.2. Pillar 2 – Climate and Environment :

1.3.2.1. Green West Bank : The conditions of the Palestinian ecosystems and their population are improved by reducing ecological footprint and Green House Gasses (GHG) emissions through the promotion of green circular economy and green urban areas, focusing on energy efficiency, renewable energy and sustainable waste management in the regions of Hebron, Bethlehem, Nablus and Tubas, focusing on 2 or 3 selected value chains.

1.3.2.2. Green Gaza : The conditions of the Palestinian ecosystems and their population are improved by reducing ecological footprint and Green House Gasses (GHG) emissions through the promotion of green circular economy and green urban areas, focusing on energy efficiency, renewable energy and sustainable waste management in the region of Gaza focusing on 1 or 2 selected value chains.

1.3.2.3. Green Job creation is at the core of this pillar, and it is expected that the all activities in both West Bank and Gaza will have an impact on green production approaches that will create more decent job opportunities particularly for youth.

1.3.2.4. Attention will be paid to greening of existing (TVET) infrastructure and to linking employment opportunities and business development to environmental challenges, especially for youth.

1.4. The specific objectives are specified in the annex to the present Agreement, which forms an integral part of it.

Article 2: Responsible Entities of the Parties

2.1 The Palestinian Authority designates the “Prime Minister’s Office”, hereinafter referred to as “PMO” as the entity responsible to supervise the objectives referred to in Article 1.

2.2. Belgium designates the Directorate-General for Development cooperation and Humanitarian Aid of the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation, hereinafter referred to as “DGD”, as the entity responsible to supervise the objectives referred to in Article 1. DGD is represented in Palestine by the Consulate General of Belgium in Jerusalem.

2.3. Belgium entrusts the coordination and implementation of the objectives referred to in Article 1 to “Enabel”, the Belgian Development Agency, hereinafter referred to as “Enabel”.

Its Resident Representative in Jerusalem represents Enabel in Palestine. Enabel performs this task pursuant to an agreement concluded with Belgium.

Article 3: Budget

- 3.1. The total budget funded by Belgium is of an amount of 70.000.000 EUR which is distributed as follows: 63.800.000 EUR for the actions referred to in Article 1 (38,1 million for pillar 1 and 25,7 million for pillar 2) and 6.200.000 EUR for international experts of Enabel.
- 3.2. The allocation of this budget is detailed in the file annexed to the present Agreement.

Article 4: Implementation

- 4.1. Enabel will enter into contracts with the actors involved in the implementation of interventions or parts of interventions necessary to achieve the objectives referred to in Article 1. These actors may be public authorities, multilateral or bilateral donors, the private sector and civil society organizations.
- 4.2. The types of contracts entered into by Enabel for the implementation of interventions or parts of interventions will include grant agreements and public procurement, governed by the applicable legislation on the basis of the choices made on implementation modalities and the cooperation agreements with Belgian public actors.
- 4.3. Enabel can also enter into contracts with the relevant ministries to specify the mutual obligations and responsibilities of the Parties, the appropriate activities of communication and information, the consultation bodies responsible for monitoring the interventions, as well as, where appropriate, the contributions or non-financial commitments to be borne by the Parties.
- 4.4. The duration of these contracts cannot exceed the end date of the present Agreement.

Article 5: Obligations of the Parties

- 5.1. The Parties agree to take all institutional, administrative and budgetary measures required to guarantee the achievement of the objectives referred to in Article 1 of this Agreement and to transmit to the other Party all information necessary to fulfill the obligations under this Agreement.
- 5.2. The Parties recognize the importance of good governance of public affairs and the fight against corruption. They commit to more transparency and accountability. No offer, payment, gift or profit of any kind that may be considered an illegal or corrupt act, can be promised, committed, sought, or accepted, directly or indirectly as an incentive or compensation related to activities in the field of this Agreement, including any procedure relating to the launching of the award or implementation of procurement contracts. The Parties shall inform each other of any incident or suspicion of a corruption incident related to the use of budgets.

In the event of non-compliance with these commitments, the Parties shall consult and determine appropriate actions to be taken, which may include the return of misappropriated funds and the suspension or termination of funding.

Article 6: Joint Consultative Committee

6.1. A Joint Consultative Committee is established. This Committee is constituted of at least one representative from each Party.

6.2. The Palestinian Authority is represented by the Prime Ministers' Office or by the one it designates.

6.3. Belgium is represented by the Director-General of the DGD or by the one it designates.

A representative of Enabel participates in this Joint Consultative Committee.

6.4. The mandate of the Joint Consultative Committee is to monitor the objectives set out in Article 1, to decide on possible changes in the general and specific objectives, the related indicators and on the shifts in the budget between the different specific objectives, provided that the budget impact does not exceed more than 15% of the total budget of the present Agreement.

6.5. The Joint Consultative Committee meets in Ramallah at least once a year or at the request of one of the Parties.

Article 7: Privileges and immunities of the international experts

7.1 The expatriate staff put at the disposal of the Project by Enabel, benefits from the same privileges and immunities as those granted to the experts of the United Nations organizations. They notably have the right to import or to buy, free of duty, a motor vehicle, furniture and articles intended for their personal use, and the members of their family living with them, during the first six months of their arrival.

7.2. Their salaries and fees shall be exempted from taxation.

7.3. When required, they will be subject to the Social Security in respect of the legislation in Belgium.

Article 8: Tax provisions

Respecting the conditions of Article 8 of the General Convention between the Kingdom of Belgium and the Palestinian Authority, signed on November 12th, 2001 in Ramallah, equipment imported or goods and services procured locally under Article 1 of this Agreement shall be exempted from all taxes or levies.

Article 9: Control and evaluation

Each Party can at any moment control or evaluate the objectives referred to in Article 1, jointly or separately, provided the other Party is informed in advance. Each Party will communicate to the other Party the conclusions of its controls and evaluations.

Article 10: Duration, Extension, Suspension, Denunciation, Modifications and Disputes

10.1. The Present Agreement shall enter into force on the day of its signature by both Parties and shall be concluded for a period of 64 months of which the first four months shall be exclusively dedicated to the preparatory analyses. The duration of the execution phase of the portfolio will be 60 months. This duration may not be extended

10.2. 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, incitation to violence or any liaison to terrorist organisations, 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. In the absence of an acceptable solution within three months of the notification, each Party has the right to suspend, in whole or in part, the implementation of the present Agreement.

10.3. Either Party may suspend the implementation of the present Agreement in case of 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.

In the absence of an acceptable solution within three months of the notification referred to in the second subparagraph, the implementation of the present Agreement shall be suspended.

10.4. The present Agreement may be denounced by either Party in writing, subject to a three months' written notice. In such case, any unused funds will be recovered by Belgium.

10.5. The present Agreement may only be amended by an exchange of letters between the Parties, except for the duration as specified in Article 10.1. Budget shifts between the different specific objectives as referred to in the document annexed may be made without an exchange of letters, provided that the cumulative variations in the budget do not exceed 15 per cent of the total budget of the present Agreement and that they are communicated by the Belgian Party in advance.

10.6. The unused funds will be recovered by Belgium at the expiry of this Agreement.

10.7. However, financing for public tenders, undertaken before the expiry of this Agreement, will be used ex-officio beyond this date if the tender contracts concerned have not been fully implemented by the end of this period.

10.8. Any dispute arising from the implementation or interpretation of the present Agreement shall be settled by negotiation.

Article 11: Addresses:

The notifications foreseen by the present Agreement will be sent by diplomatic way:

For Belgium:

The Consulate General of Belgium in Jerusalem,
5, Baibars Street, Sheikh Jarrah
P.O. Box 19099
91010 Jerusalem

For the Palestinian Authority:

The Prime Ministers' Office
Al-Masyoun, Ramallah

In witness whereof, the Parties have signed this Agreement, in two originals in the English language, both copies being equally authentic, each Party hereby acknowledging receipt of its copy.

Done in duplicate in Ramallah on 9th of MARCH 2022.

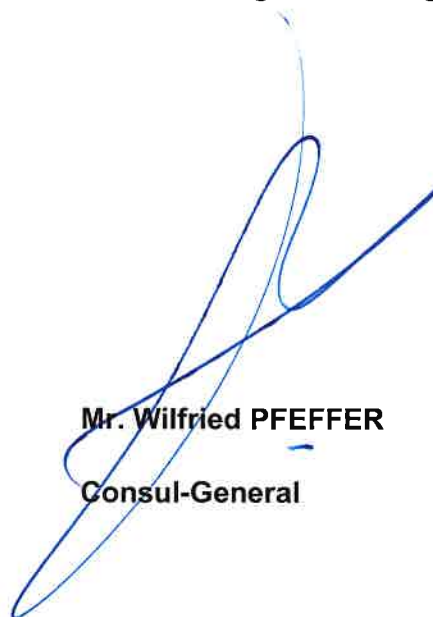
For the Palestinian Authority



Mr. Shukri BISHARA

Minister of Finance

For the Kingdom of Belgium



Mr. Wilfried PFEFFER

Consul-General