

SPECIFIC AGREEMENT

between

the Kingdom of Belgium

and

the Palestinian Authority

Concerning the intervention

Skilled Young Palestine

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 12th, 2001;

Reference made to the fourth meeting of the Belgian-Palestinian Cooperation Joint Committee held in Ramallah on November 23rd, 2011, and in particular to the Indicative Development Cooperation Programme 2012-2015;

Reference made to the joint declaration emitted in the framework of the Belgo-Palestinian Ministerial-Level Political Consultations of November 7, 2018;

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 “–Skilled Young Palestine”, hereinafter referred to as “the intervention”, with the following objectives:

1.2. **The general objective of the intervention is:**

“Increase the resilience of Palestinian youth in vulnerable areas in Palestine”

1.3. **The specific objective is:**

“ Improve transition of youth to employment and self-employment through improved skills and competences.”

ARTICLE 2- Responsibilities of the parties

2.1 The Palestinian Authority designates:

the Ministry of Labour, hereinafter referred to as MoL, as the administrative entity responsible for the implementation of the intervention.

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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 intervention. 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 intervention to the "Belgian Development Agency" (a public-law company with social purposes hereinafter referred to as the "ENABEL"). ENABEL is represented in the oPt by its Resident Representative. ENABEL performs this task pursuant to an agreement concluded with the Belgian State.

ARTICLE 3 – Cost of the intervention and sources of its funding.

- 3.1 The total cost of the intervention has been estimated at 4,000,000 €(four million euros) to be contributed by the Belgian Party.
- 3.2. The modalities for the use of these contributions are further detailed in the Technical and Financial File annexed to this Agreement.

ARTICLE 4 –Technical and Financial File (TFF)

- 4.1. The intervention 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 intervention (art.1.3), of the duration of the intervention (art.12.1) and of the contributions of the Parties (art.3), for which a modification needs an Exchange of Letters between the Parties, MoL and ENABEL may adapt the TFF according to the evolution of the general context and/or the course of the intervention.
- 4.3. ENABEL shall inform the DGD on the following modifications made to the intervention:
- The way in which the contribution is made available to the intervention;
 - 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 intervention.
- 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 implementation manager 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 intervention, the SC will meet to examine the final draft report of the intervention, prepared according to the regulations defined in the TFF, and to clarify the modalities for ending the intervention 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. ENABEL can recruit and appoint technical assistance, both short term and long term, for the implementation of the intervention. MoL will approve them prior to appointment.
- 7.2. The expatriate personnel, put at the disposal of the intervention by ENABEL 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 intervention.

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 intervention. 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 intervention, 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 48 months, that cannot be extended. The execution of the intervention shall have a duration of 36 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 intervention.
- 12.3. After the financial closure of the intervention, any unspent funds will be recovered by the Belgian State.
- 12.4. This Agreement may be cancelled by either Party in writing, subject to a three months' written notice. In such case, any unused funds will be recovered by Belgium. All outstanding contracts related to the TFF, before the cancellation of this Agreement will be honoured as foreseen.
- 12.5. 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.

In the absence of an acceptable solution within three months of the notification, either Party has the right to suspend, entirely or partially, the implementation of this Agreement.

- 12.6. 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 12.4., the implementation of this Agreement shall be suspended.

- 12.7. The clauses of this Specific Agreement can be modified by common agreement between the Parties via an Exchange of Letters.

- 12.8. 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 Development Co-operation
Belgian Consulate General
Baibars Street, 5, Sheikh Jarrah
97200 Jerusalem
POBOX 50 91010 Jerusalem

for the Second Party:

the Ministry of Finance and Planning
P.O. Box 95- Al Irsal Street, Al Masayef 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:

ENABEL Resident Representative
ENABEL Office
Baibars Street, 5, Sheikh Jarrah
97200 Jerusalem
POBOX 50 91010 Jerusalem

J.K.H

for the second Party

the Ministry of Labour
P.O. Box 350 - Al Irsal Street, Al Masayef Ramallah
Palestine

Done in Ramallah, on 27 May 2019 in three originals in the English language, all three 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. Nasri Abujaish
Minister of Labour



H.E. Mr. Shukri Bishara
Minister of Finance and Planning

For the Government of the Kingdom of Belgium

H.E. Mrs. Danielle Haven
Consul general of Belgium in Jerusalem