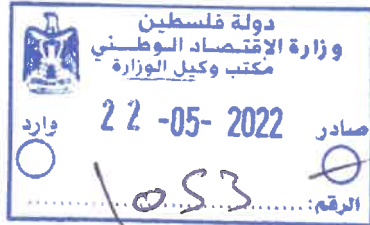




التاريخ: 2022-05-22



الأخ الفاضل / أ. فضل شعبان حفظه الله ،
مدير عام وحدة الحاسوب وتكنولوجيا المعلومات

تحية طيبة وبعد ،،

الموضوع: بشأن استلام أجهزة لابتوب متبرع بها

يهدىكم مكتب الوكيل أطيب الأمنيات وعاطر التحيات ونتمنى لكم دوام الصحة والعافية، وبالإشارة إلى الموضوع المذكور أعلاه، نأمل منكم العمل على استلام أجهزة اللابتوب (عدد 9) المتبرع بها من قبل منظمة الصليب الأحمر ضمن الاتفاق الخاص بمشروع أرشفة ملفات أضرار الحروب السابقة، وذلك حسب الأصول المعمول بها، علماً بأن توصيف الأجهزة كالتالي/

العدد	التوصيف
9	Intel core i5 16GB DDR4 RAM, 1TBHDD

وتقبلوا فائق الاحترام والتقدير،،

وكيل وزارة الاقتصاد الوطني



مرفق طيه:

• الاتفاقية مع الصليب الأحمر

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL COMMITTEE OF THE RED CROSS

GAZA SUB-DELEGATION, ALSHOHADA STREET, GAZA, Direct phone: +972 (0) 8 282 88 74,
Direct fax: +972 (0) 8 282 88 84

AND

THE MINISTRY OF NATIONAL ECONOMY

Al-Nasser street, Al Makosi Area, Gaza, Tel.: +972 (0) 8 2874145

Building Digital DB for the Damaged Businesses, in Gaza Strip 2021

BACKGROUND

The International Committee of the Red Cross (ICRC) is a neutral, independent, humanitarian organization whose mandate is to protect and assist victims of armed conflict and other situations of violence. Its mandate stems from the Geneva Conventions of 1949, their additional protocols of 1977 and the Statutes of the International Red Cross and Red Crescent Movement.

The Ministry of National Economy (MoNE) is responsible for surveying, assessing, and registering the economic damages for the damaged businesses that resulted from the previous conflicts and escalations in the Gaza Strip. However, the current archiving system for these damaged businesses is a paper-based system, which is not practical, especially in a conflict zone such as the Gaza Strip. The MoNE believes that if they keep using the current archiving system, the documents and the information would be lost and damaged over time. The MoNE is planning to build a digital database (DB) of the documents and the information of the damaged businesses in order to protect them of being lost or damaged. This will be done by electronically archive all documents related to the registered damaged businesses.

The total number of businesses' files that are registered as damaged businesses in the MoNE; until 2021 is more than 13000 files containing thousands of documents such as (damages estimation-forms, ownership documents, licenses, invoices). Digitalizing the documents and linking the information to a computerized system will help in providing efficient services to those businesses' owners during emergency as well as regular times, while protecting and securing the right of the people who own the businesses by keeping their businesses' documents safe and protected.

The MoNE requested the ICRC's support to help them build a digital database for the registered damaged business by e-archiving all documents related to these damaged businesses. Accordingly, and within the frame of the ICRC's Cash for Work (CfW) objectives, the ICRC decided to support this intervention, as outlined in this Memorandum of Understanding (MoU). For the implementation of this project, a team of nineteen (19) beneficiaries will be selected to carry out the intervention's tasks, in addition to the provision of material to enable the beneficiaries carrying out their activities. The activities and financial compensation of this team will be structured as a "Cash for Work" program under the general framework of this MoU.

The parties agree that nothing in this Memorandum shall affect the ability of the ICRC to carry out its humanitarian activities in a neutral, independent and impartial manner.

1. Parties

The parties to this MoU are:

The International Committee of the Red Cross, Gaza Sub delegation (henceforth referred to as "the ICRC") on one hand represented by Mr. Nicolas Geeraert, Deputy Head of the Gaza Sub-Delegation.

and

The Ministry of National Economy in the Gaza Strip (henceforth referred to as "the MoNE") on the other hand represented by Mr. Abed Al Fatah Al Zraie, Deputy Minister of National Economy.

2. Purpose:

This MoU defines the modalities, roles, responsibilities and resource allocations for the implementation of the "Building a digital DB for the damaged businesses registered in MoNE in the Gaza Strip", and in accordance with the budget agreed and attached to this MoU in (Annex 1).

3. Activities

The project will include mainly the following activities:

- a. Restore and repair the original hard copies.
- b. Making digital copies for the restored originals.
- c. linking the digital copies to the relevant data on the computerized system

4. Roles and Responsibilities

4.1. The MoNE:

- 4.1.1. To ensure that all involved staff are aware of and understand the objectives and goals of the project.
- 4.1.2. To nominate a focal person whom would support the implementation and coordinates between the supervisor, MoNE and the ICRC.
- 4.1.3. To conduct, jointly with the ICRC, the final selection of beneficiaries in compliance with the agreed selection criteria (Annex 3) including conducting interviews if relevant.
- 4.1.4. To sign, jointly with the ICRC, the tripartite Letters of Agreement of the selected beneficiaries.
- 4.1.5. To accommodate, guide, train and supervise the beneficiaries while conducting their activities and cooperate with the supervisor.
- 4.1.6. To provide the equipment, and the staff (that are not covered by the ICRC) to support the project implementation
- 4.1.7. To prepare a suitable work environment for the beneficiaries at the MoNE's premises to perform their tasks.
- 4.1.8. To ensure the application of COVID19 prevention measures, instructed by Ministry of Health, in light of the Corona pandemic at the MoNE's premises (Annex 6).
- 4.1.9. To collect the beneficiaries' attendance sheets, which shall be filled in and signed by the CFW supervisor who is temporarily hired by the ICRC to supervise the project, then the sheet should be validated by the MoNE's focal person, then submit all the originals to the ICRC Field officer for signature and validation on time (Annex 4).
- 4.1.10. To coordinate the implementation of the project with the ICRC and report any specific issues.
- 4.1.11. To facilitate the ICRC's visits to the MoNE's premises to monitor the progress of the project.



- 4.1.12. To ensure the protection and safety of the beneficiaries while they are carrying out the assigned tasks, and to contract an insurance company using a budget of a maximum of 2,565 ILS (Two thousand five hundred sixty-five Israeli Shekels only) that will be covered by the ICRC. A copy of the insurance contract shall be handed over to the ICRC. The contract should include the amount paid by the MoNE for the insurance and the names of the beneficiaries.
- 4.1.13. To rent three heavy duty scanners, using a budget of a maximum of 1'500 ILS (one thousand five hundred Israeli Shekels only) that will be covered by the ICRC, the cost shall cover the instruments themselves. A copy of the rental contract shall be handed over to the ICRC. The contract should include the amount paid by the MoNE.
- 4.1.14. To share the project's updates with the ICRC on a weekly basis, including the attended working days of the beneficiaries and activities' updates.
- 4.1.15. To work closely with ICRC's project evaluation team to conduct the project review during and after the implementation of the project.
- 4.1.16. To update the ICRC on any difficulties/challenges faced during the implementation of the project.
- 4.1.17. Public safety and any issue other than the points mentioned below (4.2. article) constitute responsibility of the MoNE.

4.2. The ICRC:

- 4.2.1. To outline clearly the aims, objectives and goals of the project to the MoNE, and facilitate the dissemination of such information to the involved MoNE staff and the beneficiaries.
- 4.2.2. To nominate a focal person for the project.
- 4.2.3. To identify, jointly with the MoNE, clear criteria for social inclusion based on the economic and social vulnerability indicators aligned with the humanitarian principles (Annex 3).
- 4.2.4. To conduct, jointly with the MoNE, the final selection of beneficiaries in compliance with the agreed selection criteria including conducting interviews if relevant.
- 4.2.5. To prepare and sign, jointly with the MoNE, the tripartite Letters of Agreement of the selected beneficiaries.
- 4.2.6. To select the required number of beneficiaries and define the amounts to be paid to the beneficiaries based on the minimum requirements of the position (Annex 3 and 5).
- 4.2.7. To pay the beneficiaries the due wages based on their actual working days (according to the validated attendance sheets) (Annex 5).
- 4.2.8. To ensure the provision of resources as outlined in Annex 1, to enable the MoNE implements the project, according to the specific requirements. The ICRC will only contribute to supply the previously mentioned equipment; the rest shall be at the expense of the MoNE.
- 4.2.9. To provide a maximum total amount of 2,565 ILS (Two thousand five hundred sixty-five Israeli Shekels only) to the MoNE to cover the insurance fees of the company that will be directly contracted by the MoNE.
- 4.2.10. To provide a maximum total amount of 1'500 ILS (one thousand five hundred Israeli Shekels only) to the MoNE to cover the rental cost of three heavy duty scanners, for this, the MoNE shall submit a payment request including the corresponding amount.
- 4.2.11. To manage the project's funds and all the project's expenditures according to the ICRC's internal procedures.
- 4.2.12. To ensure transparency and effectiveness in conducting field visits.
- 4.2.13. To organize regular meetings with the MoNE to follow up on the progress of the project and the beneficiaries.
- 4.2.14. To monitor and evaluate the project.

5. Payment Terms:

The total amount to be transferred by ICRC under this MoU to the MoNE is a maximum of 4,065 ILS (Four thousand sixty-five Israeli Shekels only), designated to the insurance of the beneficiaries of the project and the rental of three heavy duty scanners. These amounts should be paid as per the schedule in 5.3.

In addition, the ICRC will cover a maximum of **117,040 ILS (One hundred seventeen thousand and Fourty Israeli Shekels only)** for the payment of the beneficiaries' fees. The monthly amount corresponding to these payments shall be made available by the ICRC and their payment will be made effective by an identified Financial Services Provider or, temporarily, by any of the officially accepted means of payment of the ICRC.

Should the costs exceed the above stated amount, the additional costs shall be covered by the MoNE. Moreover, if the expenses of the support are to be lower than the above stated amount, the ICRC will not be liable to shoulder any additional expenses.

5.1. Taxes, duties:

The ICRC is a tax exempted institution and therefore does not pay Value-Added Taxes (VAT) on goods and works. The amount of the plan is exclusive of VAT. Accordingly, in case of any contract between the MoNE and the suppliers, contractors etc. is exclusive of VAT. The MoNE is a Palestinian official body exempted from VAT. Therefore, the MoNE will issue a "Request for Payment" equal to the amount submitted in the invoice of the insurance company exempted from VAT or any other taxes. The request for payment shall be attached to a copy of the insurance contract made by the MoNE, including the amount of the contract. Any taxes of whatever nature, including but not limited to VAT, shall be the sole responsibility of the MoNE.

5.2. Account details

The payment to be made to the MoNE will be done directly in cash in hand at the ICRC's office.

For the direct payments to the selected beneficiaries, the ICRC shall pay the beneficiaries on a monthly basis as per the provisions described in clause 5 of this MoU.

5.3. Payment schedule

ICRC will shoulder the expenses of this support as follows:

Request for Transfer of Funds No./ Payment No.	Submission dates by the MoNE	Due Amount	Requested Documents
Payment to the MoNE to cover the insurance of the beneficiaries	Latest by: - 30 th July 2022	A maximum of 2,565 ILS	A copy of the insurance contract for the beneficiaries including the names of the beneficiaries, additionally the contract should include the amount paid by the MoNE for the insurance.
Payment to the MoNE to cover the rental of three heavy duty scanners	Latest by: - 30 th August 2022	A maximum of 1,500 ILS	A copy of the contract with the supplier, payment request including number of rental days or months during the project and the corresponding amount,

Payment to the beneficiaries will be made effective by an identified Financial Services Provider or, temporarily, by any of the officially accepted means of payment of the ICRC.	By the end of each month (complete 22 working days in a month)	The actual amount based on the actual days attended by the selected beneficiaries.	Attendance sheets, signed by the selected beneficiaries validated by the MoNE.
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6. Reporting/monitoring

The MoNE should submit to the ICRC the following reports:

- Progress reports throughout the implementation period; on a weekly basis by the beginning of each week.
- Final report at the completion of the activities.

The activities' reports shall include at least, but not limited to:

- a) Description of all the implemented activities within the covered period.
- b) Updated schedule of implementation.
- c) Description of the MoNE planned activities for the upcoming months.
- d) Any encountered challenges and obstacles.

7. Fraud and corruption

Fraud and corruption in any form are strictly prohibited.

Each Party shall take all necessary measures to ensure that its respective members, staff and volunteers do not at any time:

- promise, offer, pay, cause to pay, accept or induce payment of, or take any action that could be considered as, a bribe;
- use their position in the MoNE or in the ICRC to obtain advantages or favours, such as gifts in cash or in kind, promises of gifts or any other advantage other than token presents in keeping with accepted custom, particularly in exchange for the assistance and/or protection provided by either the MoNE or the ICRC.

Each Party shall take all possible measures to prevent and effectively address all forms of fraud and corruption by its respective members, staff and volunteers, as well as by their agents, contractors and subcontractors engaged in the implementation and performance of the MoU, or any sub MoUs concluded thereunder.

The MoNE shall immediately report to the ICRC any allegation of fraudulent activity or any misconduct related to the funds, goods or services provided by the ICRC under the MoU, and any sub MoUs concluded thereunder, using one of any reporting means available, including by notifying the ICRC's Global Compliance Office (gva_globalcomplianceoffice@icrc.org) or through the Integrity Line platform (icrc.integrityplatform.org). The MoNE commits to cooperate with auditors and investigators from the ICRC or appointed by the ICRC in response to any alleged misconduct. Failure by the Parties to comply with any of their obligations under this article, including any material omission or misrepresentation of information by the Parties in relation to allegations of, or demonstrated, fraud and corruption, may constitute cause for immediate termination of the MoU.

8. Prevention of sexual exploitation and sexual violence or abuse

Sexual exploitation and sexual violence or abuse in any form are strictly prohibited.

Each Party shall take all necessary measures to prevent and address all forms of sexual exploitation and sexual violence or abuse by its employees and volunteers.

The MoNE shall notify the ICRC's Global Compliance Office (gva_globalcomplianceoffice@icrc.org) of any ongoing investigations with respect to sexual exploitation and sexual violence or abuse related to activities covered by the MoU, and any sub MoUs concluded thereunder.

Failure to take all necessary measures to prevent sexual exploitation and sexual violence or abuse, to investigate allegations of sexual exploitation and sexual violence or abuse, or to take corrective action if such allegations are substantiated shall constitute cause for immediate termination of the MoU.

9. No conflict of interests

The Parties shall provide their services free from any and all conflicts of interest. Therefore, the Parties shall, in particular, ensure that it, their personnel or subcontractors' personnel (if any) do not have any business, professional, personal, or other interest, including, the representation of other clients, that would conflict in any manner or degree with the provision of their services in accordance with the MoU.

If any such actual or potential conflict of interest exists prior to the entering into the MoU or arises thereafter, the affected Party shall immediately inform the other in writing of such conflict, providing reasonable detail on the nature and extent of such actual or potential conflict of interest.

10. Protection of personal data

The MoNE shall process information containing personal data in accordance with national legislation on personal data and, in accordance with the ICRC Rules on Personal Data Protection.

11. General Terms

- ICRC reserves the right to repossess or reclaim any resources provided to the MoNE if such resources are found to have been used or managed in breach of any of the terms of this MoU. The MoNE is to return the funds within 5 working days upon the receipt of the written notification and explanation by the ICRC
- The ICRC will have the right to undertake a financial audit of the project at any moment during or after the project.
- No modification of any of the clauses of this MoU shall be valid without the written agreement of the representative of both parties.
- Any change of representative should be communicated in writing and in advance to the other party.
- The MoNE may not assign all or any part of its rights and obligations under this MoU to a third party, save with the prior written consent of the other party.
- The ICRC cannot be held liable for any accident coverage, medical insurances, damages or any losses that may occur under the implementation of this MoU to the staff members and people engaged by the MoNE.
- The ICRC does not pay salaries or any benefits to the staff members and people engaged by the MoNE.
- If under any circumstances any taxes are imposed or due, then all taxes of any kind imposed shall be deemed the responsibility of the MoNE alone and will not be reimbursed under any conditions by the ICRC.
- This MoU has been executed in the English language; English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this MoU.
- Any delay beyond the schedule (Annex 2) will have to be duly justified. Lack of justification will result in releasing the ICRC from all its obligations under this MoU. After a delay of 20 days, the ICRC shall have the right to cancel the MoU immediately without any compensation after a written notice. A grace period of 10 days may be granted according to the discretion of ICRC.
- Upon completion of the activities outlined in this MoU, the ICRC will have no further responsibility towards any support to the MoNE's activities of this project. Any further responsibilities with regard to this would be under the scope of a new MoU or Addendum.

12. Duration / Termination

- This MoU shall come into force from the date of its signature and remain valid until the completion of the project, maximum by November 30th, 2022.
- The MoU may be terminated by either of the parties upon prior written notification to the other party, with a notice of 30 days.
- Such unilateral termination of the present MoU shall not absolve any of the parties from fulfilling the duties under this MoU which have been already paid for. However, no further indemnity will be due. Any unused funds remaining after the account settlement or at the end of this MoU shall be returned to the ICRC immediately.
- In case of early termination, the MoNE undertakes all necessary measures to provide the ICRC with all data and reports related to the project.

13. Force majeure

A) Neither party shall be liable for any delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, lockouts, labour disputes, riots, civil commotion, acts or restraints of governments or any similar unpredictable cause, beyond the control of the party in question provided that such party shall:

- give written notice within 24 hours to the other party of the existence of such cause and of the likelihood that a delay may take place, and

- do the best endeavour to perform their obligation hereunder notwithstanding the existence of such cause.

B) In the event that any of the causes specified in Clause A) subsists for a period of seven consecutive days at the least, either party shall be entitled to terminate this Contract by written notice to the other party.

C) The ICRC shall pay only pro rata for the duties performed and any advance payments exceeding the duties performed shall be returned to ICRC immediately.

14. Privileges and immunities

Nothing in the present MoU shall be directly or indirectly interpreted as a waiver on the part of the ICRC, of the privileges and immunities the ICRC and its staff enjoy under national or international law, including under the Memorandum of Understanding between the ICRC and the Palestinian National Authority for the State of Palestine signed in March 2017.

15. Use of the ICRC emblem

The MoNE shall not use the ICRC's emblems in any way without the prior written approval of the ICRC.

16. Liability

The ICRC's liability in relation to this MoU and the Project shall be limited to the amount of its financial contribution, as set out in this MoU. The MoNE waives any other claim against the ICRC for any damage suffered in relation with the project or the execution of this MoU. The MoNE shall indemnify and hold harmless the ICRC and its representatives for any damage suffered by the ICRC in connection with this MoU or the Project resulting from the MoNE's breach of any duty or obligation derived from this MoU.

17. Governing law

This MoU shall be governed by Swiss law, without respect to conflict of laws provisions.



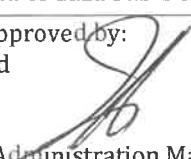
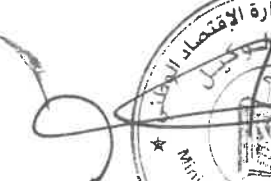

18. Arbitration

Any dispute, controversy or claim arising out of or in relation to this MoU including the validity, invalidity, breach or termination thereof, shall be settled by mutual MoU between the parties. Should the parties fail to reach an MoU, final and exclusive settlement will be done by arbitration in accordance with the UNCITRAL

(United Nations Commission on International Trade Law) arbitration rules in force on the date when the Notice of arbitration is submitted in accordance with these Rules.

19. Signatures:

This MoU is made in 2 (two) copies, one for the ICRC, one for the MoNE.

For the ICRC Nicolas Geeraert   Deputy Head of Gaza Sub-Delegation Seen and approved by: Zoheir Ayad  Finance & Administration Manager	For the MoNE Abed Al Fatah Al Zraei   Deputy Minister of National Economy
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Annexes

Annex 1- Budget and items:

1.1 Budget breakdown:

Item description	Account Code	Unit	Cost per unit ILS	Total Quantity needed	Total cost ILS
Cash assistance (workers)/ 88 working days	956700	EA	6'160	19	117,040
Insurance for workers	956000	EA	135	19	2,565
Rental fees for 3 heavy duty scanners	956000	EA	500	3	1,500
Total local currency ILS					121,105

1.2 Items to be sourced through the ICRC's supply chain

Item description	Account Code	Unit	Total needed	Quantity
Intel Core™ i5 1x16GB DDR4 RAM, 512 GB PCIe® NVMe™ M.2 SSD, 1TB HDD, NVIDIA MX130 (2 GB GDDR5 dedicated)	947000	EA	9	

The MoNE shall be the sole responsible towards these beneficiaries and ensure that all legal and labour law obligations are followed and all taxes, social insurances, insurances whatsoever are paid according to prevailing law.

Annex 2- Schedule of implementation and resources

Activity	2022												Who is in charge?	Indicator
	J	F	M	A	M	J	J	A	S	O	N	D		
Proposal		x											ICRC	One proposal is drafted
Signing MoU			x										ICRC - MoNE	MoU is signed
Procurement		x	x	x									ICRC	9 laptops are purchased
Staff selection/hiring				x									ICRC - MoNE	19 beneficiaries are selected
Signing LoAs				x									ICRC	19 LoAs are signed
Implementation					x	x	x						Temporary hired workers	13000 damaged businesses file are e -archived
Monitoring					x	x	x	x					ICRC	Resources
Payments for staff						x	x	x	x				MoNE (attendance) + ICRC (payment), FSP	19 beneficiaries received their monthly payment

Annex 3 – Beneficiary selection criteria:

1. Suitable education degree, priority will be given to those with Bachelore degree.
2. Grade Point Average (GPA), priority will be given to those with higher GPA.
3. Employment status, priority will be given to applicants who are unemployed and their spouses are unemployed as well, don't have income, and to those who did not have access to temporary employment opportunities.
4. Lack of regular income.
5. Lack of productive assets.
6. Marital status, priority will be given to married applicants, with a high family size number
7. Doesn't receive any allowance such as the Ministry of Social Development's (MoSD) and other associations.
8. Didn't benefit from cash for work projects, at least for a year before the date of this project.

Annex 4– Beneficiaries' attendance sheet:

INTERNATIONAL COMMITTEE OF THE RED CROSS
Individual Daily Attendance Sheet - Er-15ez

Project Name: Building digital DB for damaged businesses Location: Gaza
CC: JEB2110
GD: ILUTGEMAS6001

Period: Month: 2021

No	Name (English)	Name (Arabic)	ID Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Signature
1																																		

Head Of Ecosoc Department: MoNE Representative

Signature: Signature

Programme Responsible: Signature

Signature: Signature

Annex 5 – beneficiaries rates breakdown per position

Position	Daily rate (ILS)
Data Entry	70
Data Checker	
Data modifier	
Archiving Officer	

Annex 6: Prevention measures followed in light of the Corona pandemic at the MoNE premises:

1. The daily sterilization of the MoNE premises by the helpers.
2. Providing medical masks and gloves for employees who deal with the public and providing sterilizer for all floors in the MoNE premises.
3. All employees adhere to safety and prevention measures, and it is mandatory for every employee to wear a mask during working hours and whoever violates these measures exposes him/herself to disciplinary measures.
4. Using cardboard cups for hospitality.
5. Reducing paper circulation between departments and directorates.
6. Consider the safety measures in the reception of the public, put a sterilizer on the outside gates, and use gloves and masks following the procedures of the medical protocol (temperature measurement + sterilization + keep the social distance).
7. The infected: any infected employee will take a leave of 14 days and won't work at all during the quarantine period.
8. The contact with the infected person: any employee who is proven to have contact with a person infected with COVID-19 will take a leave from work for 4 days, and he/she will go for the virus testing in government clinics and informs the personnel affairs of the result to take the necessary measures, in case the result is positive, safe measures will be applied as mentioned before.
9. Symptoms: Any employee who feels any symptom will take a day-off and this will be continued as regular leave until his condition stabilizes.
10. Quarantined: The infected person under quarantine is exempted from work until the management instructed to change that.