



Tracking Sheet

PROJECT ATLAS NAME: Renewable Energy for All: Photo Voltaic Cells for Health Facilities in Gaza Strip

PROPOSAL #: AWARD #: PROJECT #: 00091323 DONORS: Islamic Relief Canada

☒ AGREEMENTS ☐ CONTRACTS ☐ LETTERS/MEMO'S ☐ AWP ☐ PROJECT DOC. ☐ OTHERS:

SUBJECT: Signing Agreement

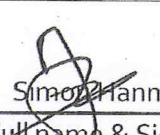
TITLE	NAME	DATE IN	ACTION	DATE OUT	SIGNATURE
PROJECT MANAGER	MOHAMMAD MEZYAD	23-9-2015	PREPARED	23-9-2015	
PROGRAMME SPECIALIST	IMAN AL HUSSEINI	23-9-2015	REVIEWED	23-9-2015	
TEAM LEADER					
PROGRAMME SUPPORT (INCLUDING PA/TRAVEL/ ENGINEERING/PROCUREMENT / HR/ FINANCE/OPERATIONS)					
COMMUNICATIONS					
SECURITY					
PROGRAMME MANAGEMENT SUPPORT UNIT (PMSU)	Deena Barakat	28/9	cleared	28/9	Deena
HEAD OF GAZA	BASIL NASSER	23-9-2015	APPROVED	23-9-2015	
DSR (O)					
DSR	Nargess	28/9/15	✓	28/9	NS
SR	Roberto	29/9	OR	29/9	✓

Comments:

CLEARANCE SLIP FOR THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE ISLAMIC RELIEF CANADA AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)



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Agreement/Trust Fund title:	Third Party Cost Sharing Agreement
Project No:	00091323
Project Title:	Renewable energy for All – Gaza Strip
Country Office/HQ Business unit:	UNDP/PAPP
Regional Bureau:	RBAS
Donor:	The Islamic Relief Canada
Total amount of the Agreement:	USD 571,814
Document Received on	24/9/15
Reviewed by	Charles Zind
Consulted	
Comments/Additional information	
Cleared by:	 Simon Hannaford [Full name & Signature]
Date of clearance:	24/9/15
Cleared with conditions:	

**THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE ISLAMIC RELIEF CANADA (THE DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as "the Contribution") for the Photo Voltaic Cells for Health Facilities in Gaza Strip (hereinafter referred to as "the Programme"), as described in the Project document (project number. 00091323 And title: Renewable energy for All – Gaza Strip), in Palestine, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the Programme, Photo Voltaic Cells for Health Facilities in Gaza Strip

WHEREAS the Government of Palestine has been duly informed of the Contribution of the Donor to the Programme,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the Programme (hereinafter referred to as the "Implementing Partner"),

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

Article I. The Contribution

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of USD 571,914. The Contribution shall be deposited in the bank account,

Beneficiary: UNDP

Account Name: UNDP Contributions Account

Account No: 015002284

Bank Name: JPMorgan Chase Bank

Bank address: 4 New York Plaza, Floor 15, New York, NY 10004

SWIFT: CHASUS33

ABA No: 021000021

Schedule of payments

First Installment upon signature of this agreement

Amount

USD 400,339.8

Second Installment by May 2016 based on an approved progress and financial report once 70% of the first installment has been disbursed

USD 171,574.20

(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: donor's name: Islamic Relief Canada, UNDP/PAPP, Project no. Photo Voltaic Cells for Health Facilities in Gaza Strip. This information should also be included in the bank remittance advice when funds are remitted to UNDP.

2. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of Programme delivery.
3. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
4. All financial accounts and statements shall be expressed in United States dollars.

Article II. Utilization of the Contribution

1. The implementation of the responsibilities of UNDP and of the Implementing Partner pursuant to this Agreement and the Project document shall be dependent on receipt by UNDP of the Contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above. UNDP shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavors to make available to UNDP the additional funds required.
3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to Renewable Energy for All in Gaza Strip, Photo Voltaic Cells for Health Facilities in Gaza Strip under this Agreement may be reduced, suspended or terminated by UNDP.
4. Any interest income attributable to the Contribution shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures.

Article III. Administration and reporting

1. Programme management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.
2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.
 - (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of Programme progress for the duration of this Agreement, as well as the latest available approved budget.
 - (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
 - (c) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing Programme activities and impact of activities as well as provisional financial data.
 - (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the Programme, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.
3. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

Article IV. Administrative and support services

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee equal to 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the Programme budget against a relevant budget line and borne by the Programme accordingly.
2. The aggregate of the amounts budgeted for the Programme, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Programme

under this Agreement as well as funds which may be available to the Programme, costs and for support costs under other sources of financing.

Article V. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Palestine in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

Article VI. Equipment

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article VII. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor by the country office.

Article VIII. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the Programme have been completed in accordance with the Project document.
2. Notwithstanding the completion of the Programme, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Programme have been satisfied and Programme activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

4. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

Article IX. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the Programme country Government, and provided that the funds from the Contribution already received are, together with other funds available to the Programme, sufficient to meet all commitments and liabilities incurred in the implementation of the Programme. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.

2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Programme have been satisfied and Programme activities brought to an orderly conclusion.

3. In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

Article X: Notice

Any notice or correspondence between UNDP and the Donor will be addressed as follows:

(a) To the Donor:

Address: Islamic Relief Canada, 3506 Mainway, Burlington, ON L7M 1A8

(b) Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP

Donor email address: osama@islamicreliefcanada.org

Attention: Mr. Osama Mohamed El Saman,
Programmes Director

(c) To UNDP: Roberto Valent
Special Representative of the Administrator

Address: United Nations Development Programme/Programme of Assistance to the
Palestinian People
3 Yakubi Street Jerusalem, 91191, P. O. Box: 51359
Telephone: 00972-2-6268200
Fax: 00972-2-6268222
Website: ps.undp.org

Article XI. Amendment of the Agreement

This Agreement may be amended through an exchange of letters between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of this Agreement.

Article XII. Entry Into Force

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Islamic Relief Canada:

Signature: 

Zaid Al Rawni
CEO

(Date) Oct 11 2015

For the United Nations Development Programme:

Signature: 

Roberto Valent
Special Representative of the Administrator

(Date) 29/9/2015



ANNEX 1

Scope of Activities managed in the Gaza Strip

Name of the Hospital	Demand Power in KW
Al Aqsa Hospital	50
Kamal Adwan Hospital	30