

CONTRIBUTION AGREEMENT

Between

جمعية البنوك في فلسطين
Association of Banks in Palestine



Association of Banks in Palestine

The United Nations Relief and Works Agency for
Palestine Refugees in the Near East

This contribution agreement (the “Agreement”) concerns a financial contribution in support of UNRWA’s 2014 Gaza Flash Appeal to address the humanitarian emergency in the Gaza Strip.

This Agreement is made on 24 of July 2014 by and between the Association of Banks in Palestine (“ABP”) and the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”).

ABP and UNRWA are hereinafter collectively referred to as “Parties”; and each also as “Party”.

A. Preamble

The Parties share deep concerns about the humanitarian emergency in the Gaza Strip as a result of the dramatic escalation in violence and the massive assault on Gaza and the ABP wishes to make a financial contribution to UNRWA’s Gaza Flash Appeal 2014 (attached as Annex 1) for the purchase and distribution of food and non-food items (the “Project”).

By entering into this Agreement, the Parties agree to partner in the provision of emergency relief assistance to Palestine refugees in the Gaza Strip, as detailed in this Agreement and Annex 1: Gaza Flash Appeal 2014, as applicable.

B. The Contribution

ABP agrees to support UNRWA with a financial contribution in the amount of USD 250,000 (two hundred and fifty thousand United States Dollars), (the “Contribution”). This Contribution shall be allocated as follows:

For the purchase and distribution of food in designated emergency shelters; and

For the purchase and distribution of non-food items to families displaced in the emergency.

C. Administration of the Contribution

1. The Contribution shall be used towards Project activities. Up to 6% of the Contribution shall be used by UNRWA to cover indirect project support costs.
2. The Contribution shall be administered in accordance with UNRWA’s Financial and Administrative Regulations and Rules (“UNRWA Regulations”).

Handwritten signatures in blue ink, including a large signature on the left and a smaller one on the right.

3. Any identifiable interest earned on the cash balance of the Contribution shall be used by UNRWA in accordance with UNRWA Regulations.
4. The balance, if any, remaining unexpended upon completion of all commitments incurred by a specific contribution shall be dealt with as mutually agreed.

D. Cheque details

The Contribution will be credited in one installment via cheque from Cairo Amman Bank account.

E. Reporting

UNRWA will provide ABP with UNRWA's final report on the implementation of the 2014 Gaza Flash Appeal, including a narrative covering the implementation of the Gaza Flash Appeal 2014, as well as a financial statement.

F. Relationship of the Parties

1. Other than the covenants contained herein, no legal entity or relationship of any kind shall be deemed to arise either between the Parties themselves or between the Parties hereto and any other individuals, organizations, corporations, or governments.
2. Except as provided herein, no actions, obligations or commitments of any nature of either of the Parties hereto shall be binding upon the other Party. The Parties hereto shall be deemed to be independent contractors and the employees of one shall not be deemed to be employees of the other.

G. General guidelines

1. ABP warrants that it shall, at its own expense and at all times, comply with all laws, rules, regulations, decrees or official government orders that may, now or in the future, become applicable to The ABP's business, equipment, or personnel. Within the framework of this Agreement, neither Party shall engage, either directly or indirectly, in activities that would violate any law, rule, regulation or official order, the occurrence of which shall constitute a violation of this Agreement. If either Party should engage in activities that would violate any law, rule, regulation or official order, the other party may terminate this Agreement forthwith.
2. Neither Party shall use the name, trademark, or logo of the other Party in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement, without the express written consent thereof. This provision shall survive the expiration or termination of this Agreement.
3. Any modification or amendment of this Agreement shall be made in writing with the consent of both Parties.
4. The present Agreement shall come into force on the date of its signature by both Parties and shall expire as soon as all mutual obligations are fulfilled.
5. Both Parties agree that in the event of any controversy or dispute arising from or in connection with the implementation of this present agreement, every effort will be made to amicably reach a settlement by direct negotiation. Any dispute, controversy or claim between the parties not settled amicably may be referred by either Party to arbitration before the Permanent Court of Arbitration in accordance with its Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings shall be held in Amman and shall be conducted in English, applying general principles of international commercial law. The Arbitrator's decision shall be binding on the parties, provided the Arbitrator shall have no authority to award interest or punitive damages, and there shall be no appeal. These provisions shall be in lieu of any other procedure for the settlement of disputes between the Parties.
6. Nothing in or related to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities that UNRWA enjoys under the applicable legal instruments.
7. Neither Party is or shall be engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offence described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999. Notwithstanding the foregoing and without prejudice to either Party's other rights and remedies hereunder, each Party reserves the right to terminate this Agreement with immediate effect without any requirement of serving notice on the other Party in the event that questions arise as to the other Party's compliance with this clause.

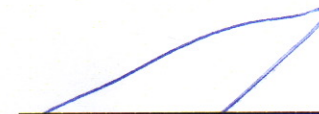


8. Neither Party is or shall be engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.
9. Both Parties shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by it to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, both Parties shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. Neither Party shall apply the foregoing standard relating to age in any case in which either Party's personnel or any other person who may be engaged by either Party to perform any services under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Party's personnel or such other person who may be engaged by either Party to perform any services under the Agreement.
10. Neither Party nor any of its affiliated entities (if any) is or shall be engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
11. **ABP** shall conduct itself, and shall cause its personnel to conduct themselves, in conformity with the highest ethical principles and standards of conduct and in a manner that at all times protects the interests of UNRWA;
12. **ABP** shall respect the impartiality and independence of UNRWA as an organ of the United Nations and shall neither seek nor accept instructions relating to this Agreement from any Government or other authority external to UNRWA;
13. **ABP** shall refrain from any conduct that would adversely reflect on UNRWA and shall not engage in any activity that is incompatible with the aims and objectives of UNRWA.
14. No official of either Party has received from or will be offered by either Party any direct or indirect benefit arising from or related to this Agreement.

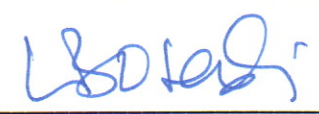
Done and signed in two originals, both being equal.

Association of Banks in Palestine

**United Nations Relief and Works Agency for
Palestine Refugees in the Near East**



Mr. Joseph Neshas
Chairman of the Board



Mr. Lionello Boscardi
Chief, Partnerships Division ERCD

Date: 24 JUL 2014

Date: 24 JUL 2014


Annex 1

UNRWA Gaza Flash Appeal 2014