AGREEMENT BETWEEN THE GOVERNMENT OF SWEDEN (SIDA) AND UNDP REGARDING CONTRIBUTION TO THE THEMATIC TRUST FUND FOR CRISIS PREVENTION AND RECOVERY

1. Pursuant to the Terms of Reference of the UNDP Thematic Trust Fund for Crisis Prevention and Recovery established by the Administrator of the United Nations Development Programme (UNDP) on 12 December 2002, the Government of Sweden (the Donor) is making available a contribution (the Contribution) of SEK 18,000,000, to be administered by UNDP in accordance with UNDP Regulations and Rules in line with the terms and conditions set out in the Terms of Reference of the above mentioned UNDP Thematic Trust Fund for Crisis Prevention and Recovery (CPR TTF).

The contribution is intended for the “Rubble Removal and Clearance of UXOs from affected areas in the Gaza Strip” project (Trust Fund code 26960, SIDA decision GK 25/2009, SIDA Component 5211002307) and will be channeled through the conflict-country specific window of the CPR TTF.

The outcome of the Programme is to protect the public health, safeguard the environment and create emergency job opportunities. As members of the Programme Board SIDA supports the following intended deliverables of the Programme in the Northern Part of the Gaza Strip:

- Deconstruction, sorting and transporting of 180,000 tons of rubble from the Northern area of the Gaza Strip
- Creation of an estimated 22,500 working days
- UXOs are cleared and disposed safely
- Hazardous materials are separated and disposed in an environmentally sound manner

The specific period during which the activities shall be undertaken is from 1 July 2009 to 31 February 2011. Only costs for activities carried out during this period may be financed from the Swedish Contribution. After six months from that latter date, the contribution shall not be available for disbursement. The contribution shall be used exclusively for the purposes of the programme for which they are intended and in accordance with the programme document and budget, attached as Annex 1 to this Agreement.

2. a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of SEK 18,000,000. The contribution shall be deposited in the:

   Bank Name: NORDEA BANK SWEDEN A.B.
   Account Title: UNDP Contributions Account
   Address: P.O. Box 16081 Drottninggatan 4
             SE-103 22 Stockholm
   IBAN: SE4530000000048491300046
   Swift: NDEASESS
Schedule of Payments

<table>
<thead>
<tr>
<th>Schedule of Payments</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Upon signature of the agreement</td>
<td>SEK 9,000,000</td>
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<tr>
<td>Upon submission of a replenishment request based on an</td>
<td>SEK 9,000,000</td>
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<tr>
<td>interim expenditures report</td>
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b) The Donor will inform UNDP when the contribution is paid via an e-mail message with remittance information to contributions@undp.org

3. In accordance with the decisions and directives 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 7%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of executing entity or implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.

4. The contribution shall be used exclusively for the purposes for which it is intended as stated in Article 1 above. The officers responsible for coordination of all matters related to this Administration Agreement are:

For SIDA: Magdalena Svenson
Address: 58, Nablus Road, Sheikh Jarrah P.O. Box 297, Jerusalem 91200
Dept/Unit: Swedish Consulate General in Jerusalem
Responsible Officer: Magdalena Svenson
Telephone: +972 2 646 5877
Fax: +972 2 646 58 61
E-mail: magdalena.svensson@foreign ministy.se

For UNDP/PAPP: Husam Tubail, Programme Analyst
Address: Omar Bin Abdel Aziz St. El-Remal Gaza; Dept/Unit: Environment & Natural Resources Unit
Responsible Officer: Husam Tubail, Programme Analyst
Telephone: +972-8-2863364
Fax: +972-8-2822021
E-mail: husam.tubail@undp.org

5. UNDP headquarters and country office shall provide to the Donor all or parts of the following reports, prepared in accordance with UNDP accounting and reporting procedures:

a) From the country office, an annual status report of project progress for the duration of the Agreement, as well as the latest available approved budget. UNDP shall ensure that the report fully articulates national ownership and refers to results-based management.

b) From UNDP Bureau of Management/Office of Finance and Administration Division, 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 within six months after the date of completion or termination of the Agreement, a final report summarizing project activities and impact of activities as well as provisional financial data.

6. After consultations have taken place between the Donor and UNDP and provided that the payments already received are, together with other co mingled funds available to the programme/project, sufficient to meet all commitments and liabilities incurred in the execution/implementation of the programme/project, this Agreement may be terminated by UNDP or by the Donor. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties has given notice in writing to the other Party of its decision to terminate the Agreement.

7. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold, unutilized payments until all commitments and liabilities incurred in the execution/implementation of all or the part of the project, for which this Agreement has been terminated, have been satisfied and project activities brought to an orderly conclusion.

8. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with the Donor and in accordance with UNDP Regulations and Rules.

9. This Agreement shall enter into force upon signature of the Agreement and remain valid until 30 June 2011. Deposit of the first payment by the Donor will be made in accordance with the schedule of payments set out in Article 2 of this Agreement.

For the Government of Sweden
Name and Designation: ROLF CARLMAN, SIDA Country Director for the occupied Palestinian territories

Place, Date: JERUSALEM, July 2009

Signature:

For the United Nations Development Programme

Name and Designation: KHALED M. SHAHWA, Officer in Charge, Programme of Assistance to the Palestinian People

Place, Date: JERUSALEM, July 2009

Signature: