

UNITED NATIONS CENTRE FOR HUMAN RIGHTS
Project of the Palestinian National Authority (PA)

Number and Title: *PAL/95/AH/24; Support for the Rule of Law*
Project Duration: *2 years*
Project Site: *Gaza*
Sector: *Social Development (1700)*
Human Rights (1710)
Government Implementing Agency: *Palestinian National Authority*
U.N. Implementing Body: *U.N. Centre for Human Rights*
Estimated Starting Date: *1 April 1996*

P.A. Inputs
(in kind): *US\$ 26,000*

UNCHR and cost sharing financing

ANCHOR

-Reg. Budget
-FTC \$1,501.564
-Other
-Cost sharing

Programme
Support Cost \$ 195,203.32
Total \$1 696,767.32

Project Summary

The technical cooperation project will support national efforts for the elaboration of a national plan of action for human rights, improvement of a fair administration of justice and the development of a strong legal context protective of human rights. It will provide training to judges, lawyers and prosecutors, police and prison personnel and, will support non-governmental human rights organizations. It aims at strengthening key institutions, the laws and policies vital to the maintenance of the rule of law.

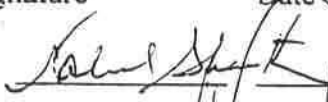

On behalf of:	Signature	Date	Name/Title
Palestinian National Authority:		17/4/1996	Ministry Planning & International Cooperation
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A. CONTEXT

Social and economic context

Observing ^{at} post-1967 borders, the Occupied Palestinian Territories -- the West Bank and Gaza Strip -- are non-contiguous units on the east and southwestern sides of the State of Israel. The West Bank covers a total area of approximately 5800 sq km. It is surrounded by Israel on all sides except for its eastern border, which it shares with Jordan. The territory stretches east to the Jordan River and Dead Sea, north slightly beyond the 32°30' parallel, and south almost to the 31°20' parallel. It extends westward generally between the 34°50' and 35°00' parallels, except at Jerusalem, where it darts eastward, bisecting the city. The western border of the West Bank brings it within fifteen kilometres of the Israeli city of Tel Aviv.

The Gaza Strip covers an area of approximately 360 km. It borders Egypt to the southeast and the Mediterranean Sea to the northeast. The Strip is, at its narrowest, roughly five kilometres and, at its widest, slightly more than ten kilometres. It is less than forty kilometres in length.

In terms of topography, the Occupied Territories encompass several distinct zones: the central highlands, which cover more than half of the total area, have high rainfall, slopes prone to erosion, and alluvial plateaux suitable for agriculture; the semi-arid eastern slopes, which accommodate grazing and some field crops; the fertile plains, which are potentially highly productive for vegetables and fruit; the semi-coastal region, which has high rainfall; and the Gaza coastal zone, which has low rainfall but an abundance of springs and wells. Approximately one-fourth of the land in the Occupied Territories is currently cultivated.

The Occupied Territories' primary cities and towns are as follows (approximate Palestinian populations in parentheses):

Gaza City (220k)	Khan Younis (80k)
East Jerusalem (150k)	Qalqiya (30k)
Nablus (120k)	Tulkarm (30k)
Rafah (80k)	Ramallah (30k).

Arabic is Palestine's primary and, under the PLO's Draft National Authority Law, "official" language. English and Hebrew are also widely spoken.

Palestinian culture reflects both the population's predominantly Arab and Islamic origins and the waves of migrations by Europeans, Greeks, Romans, Turks, Persians, and Jews over the last three millennia. Although most Palestinians are Muslim, the country also has a sizable Christian-Palestinian community, a result of its unique position as spiritual centre of both religions, as well as of Judaism. Although the Palestinian liberation movement has traditionally been dominated by secularists, religious heritage remains an important facet of Palestinians' social and political identities.

Palestinian society has retained a largely rural character, urban centres more closely resembling small towns than cities. 65% of Palestinians in the Occupied Territories live in rural villages, only 35% having settled in towns. Even in the Gaza Strip, where a vast majority of the inhabitants reside in urban environments, rural culture has survived.

Accurate population data on the Occupied Territories is presently unavailable, since no formal census has been taken since September, 1967. Based on information from the Israeli Central Bureau of Statistics, which annually updates 1967 population figures based on reported births and deaths, the Palestinian population of the West Bank (excluding East Jerusalem) numbered 1,052,000 by year-end 1992, giving it a population density of 260 per sq km. East Jerusalem had a Palestinian population of between 142,000 and 150,000. The Gaza Strip was estimated to have a Palestinian population of 717,000, making it one of the most crowded areas in the world, with a population density of 2100 per sq km. Researchers attempting to verify these figures, however, have concluded that they underestimate the population of the Occupied Territories by 10 to 15 percent. Accordingly, the World Bank has suggested that "organizing a new population census should be accorded high priority by the authorities."

The Palestinian population in the Occupied Territories continues to grow rapidly and at an increasing rate -- 5.2% in 1992 versus 2.2% in 1968 -- due primarily to a high birth rate (3.8%). The territories consequently have an extremely young population, 20.4% under five years old, 50% under fifteen years old, and 60% born after 1967. More than a million of the Palestinians in the Occupied Territories have been classified by UNRWA as refugees, almost half of whom live in twenty-eight overcrowded refugee camps.

Economic activity in the Occupied Territories declined in the 1980s, particularly during the *intifadah*; it has picked up recently, however, as a result of expectations of peace. In 1993, in response to a request by the Multilateral Working Group on Economic Development (one of the working groups created during the Middle East Peace Talks), the World Bank conducted a comprehensive analysis of the Occupied Territories' economic situation and needs. Based on Israeli-supplied statistics, the Bank determined that the Territories had a 1991 per capita GNP (the income of the residents in the Occupied Territories) of US\$1,715 and a per capita GDP (the income generated in the Territories) of US\$1,275. These figures placed the Territories approximately at parity with Tunisia and Turkey and substantially ahead of Jordan, Egypt, and Morocco. The World Bank noted, however, that the population figures used to compute these statistics were likely underestimated and that the Territories' economic situation was probably much less favourable. The Bank also pointed out that there remains a serious disparity between the per capita GNP's of the West Bank (\$2000) and the Gaza Strip (\$1230).

The Occupied Territories' economy is primarily service-oriented, agriculture accounting for roughly 30 percent of GDP, industry about 8 percent, construction around 12 percent, and services (public/community, trade, transport, etc.) the remaining 50 percent.

Employment and wage levels in the Territories remain stunted. While the Palestinian labour force in the Territories has doubled over the last 25 years, employment opportunities have grown by only 25%. Unemployment hovers between 25% and 40%, sometimes rising to 100% during curfews and closures. Moreover, only 39% of the working-age population in the Territories are part of the labour force, reflecting in part the unusually low level of female

participation of 3%. Wage levels averaged \$310/month in the Territories and \$450/month for labourers working in Israel. These averages fall below the Israeli minimum wage and 20% to 50% below the wages of Israeli workers of the same age and with the same qualifications.

As reflected above by the considerable difference between the Territories' GNP and GDP, a significant portion of the Palestinian workforce in the Occupied Territories is employed in Israel, overwhelmingly in semi-skilled and unskilled jobs. As the World Bank observed, "A striking feature of the OT [Occupied Territories] economy is its heavy dependence on the Israeli economy. Until recently, about one third of the OT labour force worked in Israel (mostly on a daily commute basis), and earnings from these workers accounted for more than one quarter of the GNP of the OT. Dependence on the Israeli job market is especially acute in the Gaza Strip, where over 39% of the work force has been employed in Israel (compared to 31% in the West Bank).

According to the World Health Organization (WHO), 80% of Palestinians live in poverty. Health conditions in the Occupied Territories, accordingly, are poor. Although there have been some improvements in life expectancy (now 60-65 years) and the infant mortality rate (now 40-50 per 1,000 births), these improvements have not matched those in Jordan and Syria during the same period. Additionally, the WHO has observed a number of urgent health problems within the Territories, particularly in Gaza. As a result of limited waste disposal services, "solid waste is piled up on the streets or deposited in rubbish bins and transported in a limited number of vehicles to be dumped in open areas that are unsuitable for such disposal and become breeding grounds for rodents and insects." Poor environmental conditions have resulted in increasing numbers of cases of epidemic and parasitic diseases, particularly in refugee camps. Further, as many as 67% of the women in refugee camps in the Gaza Strip suffer from anaemia, and few health care centres in the Territories provide maternal and child health services. *

Most health care in the Territories is provided by the voluntary sector, followed by the National Authority and UNRWA. Presently, there are only 1.4 hospital beds per 1000 people, the same number as in 1967 and less than half the minimum recommended by WHO.

As noted above, more than a million of the Palestinians in the Occupied Territories have been classified by UNRWA as refugees, almost half of whom live in twenty-eight overcrowded refugee camps. An average of 2.3 persons live in each room, a high number for the prevailing income level. Moreover, heating of homes is inadequate and often generated by coal or fuel oil that emits health-threatening substances. Exacerbating this situation, approximately 2,300 Palestinian houses were demolished since 1967.

Palestinians have traditionally placed a great emphasis on education. Accordingly, despite inadequate resources, the proportion of Palestinians who complete higher education is higher than in any other Arab country (18 college graduates per 1,000 population). As a result of overcrowding and school closures during occupation, however, educational standards in the Occupied Territories fall beneath international norms, Palestinian children receiving lower-than-average scores on standardized tests and 40% of the population (ages 15+) remaining illiterate.

Most (93%) primary and secondary level students attend schools run either by the Palestinian Authority or UNRWA. According to the World Bank, these educational facilities

are generally in poor condition, the buildings requiring repair, the libraries and laboratories inadequate, and the qualifications of educational personnel substandard. Palestinians have also established eight universities in the Occupied Territories, two of which are in Gaza.

The Territories physical infrastructure requires serious repair and development. Although Israel constructed modern roads to link settlements with Israeli cities, these roads often bypass Palestinian towns and villages, which are served by poorly maintained roads with inadequate lighting and marking. As the World Bank has noted, the poor condition of these roads increases the costs of transporting goods, particularly perishable agricultural products.

The Territories lack a number of basic services. Although 90% of the households have access to safe water, the supply falls far below that in other countries in the region (60l. per capita compared to 115L in Tunisia, 137L in Jordan, and 280L in Israel). Electric utilities are in poor condition, needing rehabilitation and upgrading, and 138 Palestinian villages do not have electric power. Solid waste collection and disposal is also grossly inadequate, raising serious health and environmental concerns. Indeed, fewer than 30% of the houses in the Territories are connected to sewage systems, most relying on cesspits. Moreover, only 2% of the population has telephone service, seriously compromising the development of Palestinian service industries.

Recent developments

The needs assessment mission conducted by the Centre for Human Rights in June 1995, noted that the Palestinian National Authority has inherited, after years of occupation, a complex legal system, devastated national institutions, and a diffused collection of independent initiatives for human rights protection. Efforts to enhance and entrench the rule of law have not yet been firmly developed or institutionalized. The scars of occupation remain deep in all sectors of society, and continue to impact forcefully upon the realization by the Palestinian people of their economic, social, cultural, civil and political rights throughout the Territories. Economic development, civil and political institutions, and social programming have been left in tatters, and continuing limitations on Palestinian sovereignty, frequent closures of the Territories, and economic hardship present ongoing challenges to meaningful improvement of the situation.

While the developments made possible by the peace process have presented new, indeed dramatic historic possibilities for the improvement of the human rights situation in the Territories, they have, as well, presented a double-edged sword for the cause of human rights. On the one hand, the Palestinian National Authorities have repeatedly expressed their conviction that the promotion of human rights and democracy are key to the success of the peace process itself. On the other hand, the security concerns of both parties have placed overwhelming pressures on the Palestinian Authority to maintain order and the security of both parties.

The findings of the needs assessment mission thus indicated far-reaching needs in the field of human rights in Palestine. The National Palestinian Authority in the autonomous areas is confronted with enormous challenges as it endeavours to establish the necessary civil, political, economic, social and cultural infrastructures necessary to entrench the rule of law, and to meet the fundamental needs of the Palestinian people residing in the territories. Owing to the devastating effects of occupation, both to political institutions and to economic development, infrastructure reconstruction will not be possible without substantial and sustained international assistance to all relevant sectors. As such, the donor community and the full range of United Nations agencies and programs are actively involved in the reconstruction process.

Efforts at reconstruction of the rule of law in the Occupied Territories are, however, well served by the number of highly qualified human rights and legal experts and skilled human rights organizations in the Territories. In addition to many long-standing non-governmental human rights organizations in both the West Bank and Gaza, an independent Palestinian human rights commission has now been established, with juridical personality, and a membership comprising several prominent figures from Palestinian society. A Presidential Advisor on Human Rights has been appointed, and the Ministry of Justice is functioning within the Palestinian National Authority. Nevertheless, in the face of the considerable human rights task at hand, such organizations will require the assistance of the international human rights community, toward the strengthening of their organizational, material, financial and substantive capacities.

Local NGOs

Several Palestinian human rights organisations were established to monitor the human rights situation under the Israeli Occupation. Al-Haq, the West Bank affiliate of the International Commission of Jurists (ICJ) was established in 1979 for the purpose of promoting the rule of law. Its programme includes documenting human rights violations, publishing legal research, and providing legal advice and services. It also focuses on human rights education, and has special projects on particular disadvantaged groups like women, children, and disabled people. Its activities cover all the West Bank, including East Jerusalem, and Gaza Strip.

The Gaza Centre for Rights and law was established in 1985. It is the Gaza Affiliate of the ICJ. Its programme also includes documentation, research and publications, and legal services. It is based in Gaza City and its activities are limited to the Gaza Strip.

The Palestinian Centre for Human Rights was established in Gaza in 1995. Its programme includes a broad range of activities aimed at human rights monitoring, education, advice, study and activism, and covers both the Gaza Strip and the West Bank.

The Palestine Human Rights Information Centre was established in Jerusalem in 1986 under the auspices of the Arab Studies Society. It is devoted to monitoring and documenting human rights issues. In addition to the above, there are some other local organisations that specialise in dealing with particular fields of human rights. Among these are Mandela Institute for Political Prisoners, and Land and Water Institute.

National human rights institutions

On June 8 1994, the Palestinian Independent Commission for Citizen's Rights was established. The Commission consists of a fourteen member Preparatory Board and upon the election of a chair, the Legislative Council established a Permanent Board. The President of the Palestinian Authority has endorsed the establishment of the Commission, and the National Authority Law endows it with "juridical personality."

The Commission defines its mandate as contributing to "a comprehensive Palestinian program of reconstruction and development for the establishment of the Palestinian State on a solid foundation of commitment to the principles of human rights, basic freedoms, democracy, ethical codes of behaviour, and accountability in all the legislative, executive, and administrative endeavours of the Palestinian Authority." Accordingly, it functions as "ombudsman or *Diwan Mathalem* (Court of Grievances)," through review of legislation, human rights education, and monitoring of the Palestinian National Authority. The Commission, moreover, has committed to promoting the Palestinian Declaration of Independence and "all universal and international declarations and charters of human rights."

More specifically, the Commission's current Work Program includes the following projects: review of the Basic Law and relevant by-laws and regulations emanating therefrom; contributing to negotiations regarding the "unconditional non-discriminatory release" of Palestinian prisoners and "the illegality and consequences of the closure of Jerusalem;" examining the work of negotiations-related institutions and identifying conflicts of interest; monitoring the activity of the Palestinian police force and security structures; pursuing individual and collective human rights cases; and encouraging free and democratic elections.

The Commission "undertakes to act with accountability, transparency, openness, accessibility of records, and in the service of citizen's rights and the rule of law" and has refused to accept any conditional financial contributions or any funding "from sources whose policies are inconsistent with the commission's objectives and with the national rights of the Palestinian people."

Technical cooperation and coordination

Since the signing of the Declaration of Principles in September of 1993, the various agencies and programs of the United Nations system have become increasingly active in supporting the Palestinian National Authority in its efforts to reconstruct national capacities in the areas of, *inter alia*, economic and social development, health, housing, education, public safety and security, infrastructure, environment, transportation, communications, public financing, employment creation, agriculture, tourism, and the private sector. Under the coordination of the United Nations Special Coordinator in the Occupied Territories, appointed by the Secretary-General in 1994, a coordinated, action oriented structure for international cooperation with the Palestinian National Authority has been developed, comprising several complementary levels of support and contact.

At the top of the structure, from the international side, is the Special Coordinator himself. The Special Coordinator and his staff (UNSCO) are located in Gaza. UNSCO presently acts as the focal point for all United Nations economic, social and other assistance

to the Occupied Territories, and facilitates coordination within the United Nations family, including the World Bank. In general, UNSCO works toward an integrated and unified approach in implementing the development effort launched by the Conference to Support Middle East Peace held in October of 1993 in Washington, D.C. To those ends, UNSCO serves as the focal point for relations with donor community, relevant regional organizations, financial institutions, NGOs, and, of course, the Palestinian National Authority itself. The Special Coordinator also works at the request of the parties to support the implementation of the Declaration of Principles, and holds direct responsibility for all activities which fall outside the sectoral briefs of other United Nations agencies.

At the second level of the institutional framework for assistance to the Palestinians, is the Ad Hoc Liaison Committee (AHLC). AHLC was created in October 1993 by the Multi-lateral Steering Group of the Multi-Lateral Talks on Middle East Peace to support economic and social development in the West Bank and Gaza Strip. AHLC coordinates and promotes assistance efforts of donors, based on pledges made at the October 1993 Conference to Support Middle East Peace in Washington D.C. AHLC includes Canada, Egypt, the EU, Israel, Japan, Jordan, Norway, the PLO for the benefit of the Palestinian Authority, Russia, Saudi Arabia, Tunisia, the United States, and the United Nations. Norway chairs the AHLC, and the World Bank serves as its secretariat.

In addition, a Local Aid Coordination Committee (LACC) was established by AHLC in November of 1994. LACC includes donor representatives and the Palestinian National Authority. It meets monthly in the Territories, is jointly chaired by Norway, the UN, and the World bank, and has a secretariat composed of UNSCO and the World Bank.

Finally, at the last institutional level, are the Sectoral Working Groups (SWG's). These were established in January 1995, based upon a decision of the LACC. The SWG's promote and coordinate activities of donors in various sectors according to the priorities of the Palestinian National Authority. Membership of each SWG includes a representative of the Palestinian Authority, and of each donor involved. The Palestinian representative is the Gavel-Holder in each SWG, and a donor is assigned to further enhance this coordination. Secretariat functions are carried out by UNSCO.

At a 1995 World Bank Consultative Group meeting in Paris, six sectorial papers covering U.N. agency and donor projects (including the present project) were reviewed, and the resulting donor support has now launched the first unified, integrated and targeted approach to economic and social development in the West Bank and Gaza Strip, articulated collectively by all United Nations agencies and programmes providing assistance to the Palestinians.

The current project is situated within, and forms an integral part, of the overall coordinated programme of assistance, reconstruction and development of the Palestinian Territories, as framed in the document *Putting Peace to Work*, produced by the United Nations and the World Bank, in close cooperation with the Parties to the Peace Accords, twenty-five United Nations Agencies, and all donor countries active in the area.

B. PROJECT JUSTIFICATION

Problems to be addressed

While other sectors are benefitting from international assistance (health, employment, education, etc.), the justice sector has yet to receive substantial attention. In spite of the strong commitment of the Palestinian National Authority to protect the Palestinian people from any abuse, pressures associated with the current peace process to maintain security and to take swift action to punish violations have stretched the legal system beyond its capacity to ensure protection of human rights in the process. This situation is characterised by:

- (a) An absence of coordinated planning for human rights policy in the short, medium and long terms, preventing official strategic developments for the promotion and protection of human rights at the national level;
- (b) A complex maze of laws, comprised of British Mandate, Ottoman, Egyptian, Jordanian, Israeli, and Palestinian texts, often inconsistent, and not adequately reflecting international standards or current Palestinian realities. The result is a lack of legal predictability, a negative impact on human rights, undercutting of donor confidence, and the deterring of investment.
- (c) A system for the administration of justice which lacks the necessary capacity and framework to ensure the effective, humane, and fair execution of its functions, with deficiencies in training, regulations, materials, and policy guidelines for the judiciary, prosecutors, police and prison officials. The legal community, whose crucial activities were largely suppressed under occupation, are confronted with new challenges in bringing legal practice up to pace with rapidly developing changes under autonomy.
- (d) National human rights institutions, and Palestinian NGOs suffer from a shortage of funds and materials necessary to make full use of the substantial expertise residing in their ranks. Such expertise will be vital to the institutional and legal development of the official sector, but has not yet been adequately supported, coordinated and channelled for maximum effect.

In the context of the current phase of Palestinian legal and institutional development, and the exigencies of the situation implicit in the peace process itself, the project intends to address the following:

- (a) Development of human rights policy, in the form of a national plan of action for human rights;
- (b) Strengthening of the system for the administration of justice, with due attention to the role of the Ministry of Justice, the courts, lawyers, prosecutors, police, prison officials, national human rights institutions and non-governmental human rights organizations;
- (c) Development of the legal framework, including the collection, review, consolidation and upgrading of all laws applicable in Palestine;

- (d) Fostering of strong domestic human rights organizations.

The project is designed to complement domestic initiatives already under way in both the official and non-governmental organizations of Palestinian society. The focus of the project is on supporting and facilitating such domestic initiatives, while also providing international normative advice and assistance where it is required. Many of the activities comprising the project seek specifically to assist the Palestinian Authority in more efficiently and fully exploiting domestic legal and human rights expertise in its efforts to strengthen the rule of law.

Beneficiaries

Direct beneficiaries: staff members of the Ministry of Justice, the Presidential Advisor on Human Rights, Palestinian Independent Commission for Citizen Rights, NGOs (Al Haq; the Gaza Centre for Rights and Law; the Palestinian Centre for Human Rights; Bir Zeit Legal Centre), Police trainers and commanders, Prison guards and administrators, judges, prosecutors, lawyers and participants in fellowship programmes.

Indirect beneficiaries: elected Palestinian representatives; the full ranks of police and prison officials; defense lawyers; the judiciary and bar; defendants, prisoners, detainees, and suspects; families of suspects, prisoners and defendants; opposition parties; organised civil society; victims of crime and abuse of power.

Ultimate beneficiaries: the general Palestinian public.

C. LONG TERM OBJECTIVE

To strengthen the rule of law through human rights institution building, both governmental and non-governmental, with particular attention to the legal framework and the justice system.

D. IMMEDIATE OBJECTIVE, OUTPUTS AND ACTIVITIES

The project intends to support national efforts in the elaboration of a national plan of action of human rights, the improvement of a fair administration of justice and the development of a strong legal context protective of human rights, through the training of government officials and reinforcement of key institutions, laws and policies essential to the maintenance of the rule of law.

Immediate Objective 1: a capacity within the Palestinian National Authority will have been developed, for the elaboration and implementation of **official human rights policy** to satisfy the recurrent needs of the target beneficiaries on a sustained basis.

Output 1.1 : A *National Plan of Action for Human Rights* agreed upon with key representatives of the civil society (such as non-governmental human rights organizations, research and academic institutions, religious groups and others),

and duly approved by the Palestinian National Authority through the Presidential Advisor for Human Rights.

Activities

- 1.11 six months of expertise in the field of human rights to prepare 6 complementary working papers on specific human rights issues to facilitate the overall drafting of the national plan. The themes and priorities of the working papers will be defined by the Palestinian Authority in consultation with representatives of the civil society. Terms of reference will be drafted by the project team according to the priorities to be set by Palestinian Authority. The preparation of the working papers will be done by locally recruited consultants drawn from leading Palestinian human rights NGOs;
- 1.1.2 review of the draft national plan within the context of a 5 days workshop to be organised no later than 6 months after project activities start, and to be attended by approximately 80 participants representing the Palestinian Authority, civil society, human rights NGOs and others;
- 1.1.3 final draft of the Plan to be prepared by a consultant within one month after the workshop and approved by the Palestinian Authority within three months; once approved the plan will be reproduced and distributed widely among members of the civil society.

Output 1.2 The work of the *Presidential Advisor for Human Rights (PAHR)* strengthened through the exchange of human rights expertise at the international level and, the provision of human rights documentation available for independent research and policy advice within the Office of the Advisor.

Activities

- 1.2.1 a one-week study tour to Geneva, during the Commission of Human Rights Session, to be conducted by the PAHR. Programme of the study tour to be organized by the CHR in Geneva and to include consultations/briefings with Centre for Human Rights, High Commissioner for Human Rights, UNHCR, ICRC, ICJ, IPU, and other human rights organizations in Geneva;
- 1.2.2 a list of all documents and publications needed for research and policy advice on human rights issues, to be prepared by the OPAHR, no later than 3 months after the project activities start. The CHR in Geneva will provide the documentation, within 3 months after receiving the request:

Output 1.3 *Women's and Group Rights Unit of the Palestinian Centre for Human Rights (PCHR)* established and fully operational.

Activities

- 1.3.1 one year of national expertise in the field of women's rights and group's rights to strengthen the establishment of the women's and group's rights unit of the PCHR, in accordance with terms of reference to be drafted by PCHR in consultation with project team. Selection of national experts will be done by PCHR in consultation with the Chief Technical Advisor.

Immediate Objective 2: the national capacity to secure **fair administration of justice** in the Palestinian territories will have been strengthened and developed, through enhanced human rights capacities in the Ministry of Justice, the judiciary and legal profession, the police and prison services.

Output 2.1 Electronic information handling capacity of the Ministry of Justice strengthened, teaching equipment for the training centre secured and human rights documentation for independent research capacity within Ministry, bar associations and 2 police training centres acquired.

Activities

- 2.1.1 a list of human rights documentation and HR curriculum material needed, to be prepared by the Head of documentation centre of the Ministry of Justice, the Directors of three bar associations and the Director of the Police Training Centre, one month after project activities start. The CHR in Geneva to order materials within three months after receiving request;
- 2.1.2 to order and deliver 2 computers to the Ministry of Justice and 1 overhead projector machine to the Police Training Centre, to support project activities, no later than 3 months after project activities start;

Output 2.2 Two staff members of the Ministry of Justice, 2 Human Rights police focal points and two high-level prison administrators trained in human rights and human rights training design and implementation.

Activities

- 2.2.1 2 staff of the Ministry of Justice to participate in fellowships on human rights in the administration of justice for 2 weeks in Vienna and Geneva. Programme of Fellowship to be arranged by CHR in Geneva. Selection of participants in Fellowship to be done by Ministry of Justice in consultation with project team. Follow-up activities of participants include provision of on-going human rights advice and training within the Ministry;
- 2.2.2 2 Human Rights Police Focal Points appointed to participate in one-week fellowship for trainers on human rights for law enforcement officials. Programme of Fellowship to be arranged and organized by CHR in Geneva. Follow up activities of participants include support to human rights training for police at the Police Academy;

- 2.2.3** 2 Prison Administrators to participate in a two-weeks fellowship for trainers on human rights for prison personnel. Programme of Fellowship to be arranged and organized by CHR in Geneva. Selection of participants in Fellowship to be done by Government in consultation with Chief Technical Advisor of Project. Follow-up activities include support to human rights training for prison personnel.

Output 2.3 A core group of 40 judges, lawyers and prosecutors, 30 police trainers, 30 police commanders, 30 prison administrators and 30 prison guards trained in the application of international human rights standards within their professional competence.

Activities

- 2.3.1** a core group of 40 judges, lawyers and prosecutors to participate in a one week course on international human rights standards in the administration of justice. One week of international and national expertise in the field of human rights and administration of justice to prepare and conduct training, in accordance with draft terms of reference to be drafted by Chief Technical Advisor of project after assessing specific needs. The logistic preparation of training course to be done by the Project personnel in cooperation with Ministry of Justice. Selection of participants to be done by Ministry of Justice in consultation with Chief Technical Advisor of Project;

- 2.3.2** 30 police trainers and 30 police commanders to participate in a one week course on international human rights standards for law enforcement officials. One week of international and national expertise in the field of human rights and police to prepare and conduct training, in accordance with draft terms of reference to be drafted by Chief Technical Advisor of project after assessing specific needs. The logistic preparation of training course to be done by the Project team in cooperation with Police Academy. Selection of participants to be done by Police in consultation with Chief Technical Advisor of Project;

- 2.3.4** 30 prison administrators and 30 prison guards to participate in a one week course on international human rights standards for prison personnel. One week of international and national expertise in the field of human rights and law enforcement to prepare and conduct training, in accordance with draft terms of reference to be drafted by Chief Technical Advisor of project after assessing specific needs. The logistic preparation of training course to be done by the Project team in cooperation with Police Academy. Selection of participants to be done by Prison Service in consultation with Chief Technical Advisor of Project .

Output 2.4 Police standing orders for human rights and prison human rights regulations drafted and adopted by the Palestinian Police and the Prison authorities.

Activities

- 2.4.1 one week of international expertise in the field of human rights and police, to draft police standing orders in accordance with terms of reference to be drafted by the project team. Standing orders to be adopted and in implementation by the Palestinian Police no later than 6 months after presenting final draft by Consultant;
- 2.4.2 one week of international expertise in the field of human rights and law enforcement, to draft prison human rights regulations in accordance with terms of reference to be drafted by the project team. Regulations to be adopted and in implementation by the Prison authorities no later than 6 months after presenting final draft by Consultant;

Immediate Objective 3: a strong legal framework developed, consistent with international human rights standards and compatible with current Palestinian realities for the protection of human rights and fundamental freedoms.

Output 3.1 At least sixteen laws, priorities to be determined by the PICCR in consultation with the involved NGO's, revised in consistency with international human rights standards.

Activities

- 3.1.1 two years of national expertise at PICCR to support and prepare revision of 10 laws according to priorities to be determined. The revision of laws to be done by national consultants within 2 years. Projects of law reforms to be submitted to President and Parliament for adoption;
- 3.1.2 three Palestinian NGOs -AL Haq, Gaza Centre and Bir Zeit Legal Centre, to be subcontracted for 12 months by PICCR to review 6 laws to be determined. Project of law reforms to be submitted to Parliament by the President, for discussion and adoption.

Output 3.2 International human rights documents and publications procured and available for independent research capacity in the Independent Palestinian Commission for Citizens Rights (PICCR) and, in 3 major Palestinian NGOs (AL Haq; Gaza Centre; Bir Zeit Legal Centre).

Activities

- 3.2.1 to prepare list of human rights documentation and publications for upgrading independent research capacity, by the Independent Palestinian Commission for Citizens Rights and 3 major Palestinian NGOs (AL Haq; Gaza Centre; Bir Zeit Legal Centre), no later than 3 months after project activities start. Materials to be provided by CHR, within 3 months after receiving request.

E. PROJECT MODUS OPERANDI

A Project Management Unit (PMU) comprised of a Chief Technical Advisor (CTA), one expert in the field of human rights training; and one locally recruited expert in the field of national human rights policies and law reforms, whose detailed terms of reference are included in annex III, will facilitate the implementation of the project activities.

Specific expertise needed in the field of specialized training, law reforms, human rights policies and others, will be contracted in accordance with terms of reference to be drafted by the project team in consultation with national institutions to be benefitted. Consultants will be internationally or locally recruited and preference will be given to national professionals and palestinians living abroad.

The management unit will also benefit from regular consultations with a Steering Committee (SC) comprised of 7 persons as follows: two representatives of the Palestinian Authority; one representative of UNSCO; two representatives of civil society (selected by the Presidential Advisor and Ministry of Justice in consultation with the CTA and other parties); one representative of UNDP and the CTA, who will also serve in the capacity as secretary to the SC.

The functions of this Steering Committee will be mainly to: a) address main issues of the national political environment that could have a direct impact in the implementation of project activities; b) consider other multi or bilateral cooperation in related areas in order to maximize efforts vis a vis the project and; c) reinforce the work of the CHR through the on-going assessment of relevant needs of beneficiaries and priorities setting of human rights problems to be addressed during the implementation of project activities. The SC will be established further to consultations with concerned parties and upon signature of the project document. It will meet every three months and minutes of meetings will be prepared and distributed to all parties concerned.

F. INPUTS

Palestinian National Authority Inputs:

PERSONNEL

- Professional and administrative support for Workshop of Natl. Plan (Liaison Staff for programme definition, participants invitation and confirmation, conference assistance, visa and hotel arrangements for International Consultants)
- Professional and administrative support for all training activities (Liaison Staff for programme definition, participants selection, conference assistance, visa and hotel arrangements for International Consultants)

CHR Inputs:

PERSONNEL

- 2 International Human Rights Experts; one in the field of the administration of justice to act as the CTA and one in the field of human rights training (for 2 years/each)
- 1 National Human Rights Expert with expertise in the field of formulation of human rights policies and law reforms (NOB for 2 years)
- 1 National Administrative Assistant (for 2 years)
- 1 Driver (for 2 years)
- 6 National Consultants with expertise in the formulation of human rights policies for drafting working papers of Natl. Plan (fees for one month/each)
- 10 National Consultants with expertise in the field of sectorial issue to be defined, to participate on Workshop for Natl. Plan (one week fees/each)
- 1 National Consultant with expertise in the field of monitoring human rights violations to work at Women's/ Group Unit of the Palestinian CHR (1 year)
- 1 National Consultant with expertise in the field on women's rights (1 year)
- 1 National Consultant with expertise in the field of group rights to reinforce the work of Palestinian CHR (1 year)
- 4 International Consultants with expertise in the field of HR and administration of justice (one week /each)
- 2 National Consultants with expertise in the field of HR and administration of justice (one week /each)
- 4 International Consultants with expertise in the field of HR and police (one week /each)
- 2 National Consultants with expertise in the field of HR and police (one week /each)
- 4 International Consultants with expertise in the field of HR and law enforcement/prisons (one week /each)
- 2 National Consultants with expertise in the field of HR and law enforcement/prisons (one week /each)
- 2 International Consultants with expertise in the field of HR and police and prisons regulations (two weeks/each)
- 3 National Consultants with expertise in the field of legal reforms (12 months work/each)

TRAVEL

- 2 project monitoring missions a year by staff of the Centre (ticket and one week DSA/each to Gaza)
- Local travel for HR Experts of Project (tickets and DSA)
- 1 CHR/Geneva Staff to participate and contribute to Workshop Natl. Plan (travel and one week DSA in Gaza)
- Travel cost for 4 International Consultants/training judges (ticket and DSA for one week in Gaza)
- Travel cost for 2 National Consultants/training judges (ticket and DSA for one week in Gaza)
- Travel cost for 1 Staff of CHR/Geneva to participate in training of judges (ticket and one week DSA in Gaza)
- Travel cost for 4 International Consultants/police training (ticket and DSA for one week in Gaza)
- Travel cost for 2 National Consultants/police training (ticket and DSA for one week in Gaza)
- Travel cost for 1 Staff of CHR/Geneva to participate in police training (ticket and one week DSA in Gaza)
- Travel cost for 4 International Consultants/prisons training (ticket and DSA for one week in Gaza)
- Travel cost for 2 National Consultants/prisons training (ticket and DSA for one week in Gaza)

Gaza)

- Travel cost for 1 Staff of CHR/Geneva to participate in prisons training (ticket and one week DSA in Gaza)
- Travel cost for 2 International Consultants on HR and police and prisons to draft regulations (ticket and two weeks DSA in Gaza)

CONTRACTUAL SERVICES

- Printing and reproduction costs of Natl. Plan
- Interpretation/translation services for 5 training courses (one week/each)
- Printing/publishing and reproduction of police standing orders and prisons regulations
- Translation and reproduction of training manuals (judges, police, prisons)
- Printing and reproduction of project reports

GENERAL OPERATING EXPENSES (INCLUDING MISCELLANEOUS)

- Rent of Premises for Project Office (for 2 years)
- Utilities of Project Office (electricity, water, etc., for 2 years)
- Maintenance of furniture and equipment of Project Office (communications equipment, office automation equipment, transportation equipment, reproduction equipment, etc., for 2 years)
- Communications expenses of Project Office (cables, telexes, telephone, postage, pouches, etc.; for 2 years)
- Communication costs for Workshop of Natl. Plan
- Miscellaneous expenses of Project Office (for 2 years)
- Rental of conference room for Workshop of Natl. Plan (for 80 persons for one week)
- Miscellaneous expenses for Workshop of Natl. Plan
- Rental of Workshop facilities for 5 training activities (for 30- 40 persons and one week/each course)
- Refreshments for 5 training activities (for 30- 40 persons and one week/each course)
- Miscellaneous expenses for 5 training activities (communications, reproduction of materials, etc.)

SUPPLIES AND MATERIALS

- Stationary and office supplies for Project Office (writing paper, library supplies, etc.)
- Acquisition of data processing supplies; (diskettes, tapes for backup, printer cartridges, etc., for 2 years)
- Internal reproduction supplies (photocopy and printing paper; for 2 years)
- Petrol and lubricants for office vehicle
- Documentation and materials for Project Office
- Materials for Workshop of Natl. Plan
- Documentation and publications for OPAHR (including delivery costs)
- Documentation and training materials for 5 courses: 1 for judges/lawyers/prosecutors, 2 for police and 2 for prison personnel (reproduction of training manuals, photocopies, paper, markers, etc.)
- Documentation and publications for Min. Justice, 3 bar Assoc. and 2 police training centres (including delivery costs)
- Documentation and publications for PICCR and 3 major Palestinian NGOs (including delivery costs)

FURNITURE AND EQUIPMENT

- Office furniture for Project (4 desks and 4 office chairs, 1 meeting-table, 8 chairs, 4 bookshelves, 3 computer tables, 2 file cabinets)
- Acquisition, automation equipment for Project (3 Multimedia PC's Pentium 75 Mhz with monitor and installation cables included, 1 Backup Unit 800 MB, 2 Laser Printers , 1 modem compatible V.34-28,800vpsc.)
- Acquisition of software packages (Wordprocessor and Internet Browse)
- Office equipment for Project (1 photocopy machine, 1 facsimile, 4 telephones, 1 typewriter, 2 calculators, etc.)
- Automation equipment for Ministry of Justice and Police training centre, including delivery costs (2 computers and 1 overhead projector)
- 1 Vehicle for Project Office

FELLOWSHIPS

- Study Tour for PAHR (ticket and one week DSA in Geneva)
- Professional studies programme fellowship for 2 staff of Min. Justice (travel and DSA for 2 weeks in Vienna/ Geneva)
- Professional studies programme fellowship for 2 Police Focal Points (travel and DSA for 2 weeks in Geneva)
- Professional studies programme fellowship for 2 Prison Administrators (travel and DSA for 2 weeks fellowship site - Geneva or London or Turin)

GRANTS

- Research grants to 3 NGO's for laws reforms

Others (UNSCO):

G. RISKS

The success of all programme elements is dependent upon continued progress in the peace process, the continuing commitment to human rights advances of the authorities and civil society, adequate resources for both project implementation and financial needs of the target beneficiaries.

H. PROJECT REVIEW, REPORTING AND EVALUATION

The tentative time schedule of activities and reviews, reports and evaluations in annexes 1 and 2, will be reviewed by the CTA at the beginning of project activities in Gaza. Monthly internal assessments/reviews, will be undertaken by the project management team to follow-up on the development of project activities, make timely adjustments if needed and. keep the CHR Headquarters informed.

Review meetings on the implementation of activities will be done every six months, with project team, CHR Headquarters representative, relevant government representatives, UNSCO, UNDP as well as concerned donor countries will be invited to attend. Relevant documentation will be prepared by CTA in accordance with U.N. procedures to be defined later.

Monitoring visits from the CHR Headquarters Office will take place at least once a year. One of these visits should coincide with the Steering Committee meeting in order for the CHR representative to attend the meeting.

In accordance with U.N. rules and procedures for technical cooperation projects, an annual evaluation -12 months after the project activities have started, will be undertaken and, a final evaluation -at the of the second year, will be conducted in close cooperation between the Palestinian Authority and the Centre for Human Rights, no later than 3 months before the end of the project activities. The terms of reference and timing of the evaluation will be decided upon after consultation between the parties.

I. LEGAL CONTEXT

The signature of the project document by the representative of the United Nations Centre for Human Rights and by the representative of the Palestinian Authority, and the signature (by both parties) of a corresponding memorandum of understanding, will constitute the agreement of the parties for the implementation of this two-years project, including the operation of the project team described above, related modalities, privileges and immunities of all project personnel contracted under it.

Project subcontracts involving non-governmental organizations or other institutions, will follow an exchange of letters between the Centre for Human Rights and the relevant entity. All agreements concluded in connection with the project will be complementary to existing agreements between the Palestinian National Authority and the United Nations, all of which will apply to the present project.

J. SUMMARY OF COST ESTIMATE (in US dollars) :

		1 year	2 year	Total
040	Personnel	552,392.	430,092.	982,484.
242	Travel	34,300.	7,300.	41,600.
300	Contractual Services	241,500.	2,000	243,500.
400	General Operating Expenses (including miscellaneous)	46,240.	21,240.	67,480.
500	Supplies and Materials	17,900.	6,300.	24,200.
600	Furniture and Equipment	59,600.	3,700.	63,300.
811	Fellowships	42,000.	—	42,000.
32	Grants	37,000.	—	37,000.
<hr/>				
Subtotal		1 030,932.	470,632.	1 501,564.
13 % Programme support		134,021.16	61,182.16	195,203.32
<hr/>				
Total		1 164,953.16	531,814.16	1 696,767.32

Annexes

- I. Work plan and tentative calendar of activities
- II. Schedule of project reviews, reporting and evaluations
- III. Job descriptions of Project Team
- IV. Detailed Cost Estimate
- V. List of Equipment
- VI. Brief description of CHR training approach

ANNEX I: WORK-PLAN-TENTATIVE CALENDAR OF ACTIVITIES

FIRST YEAR: 01 APRIL 1996 TO 31 MARCH 1997

APRIL #9, 4, 6 ARRANGEMENTS FOR PROJECT IMPLEMENTATION; INITIATE CONTACTS WITH ALL COUNTERPARTS; SECURE EQUIPMENT, SUPPLIES, MATERIALS, FURNITURE, ETC.; COMMENCE ADMIN. ARRANGEMENTS FOR DISBURS. OF GRANTS.	MAY #2,3,4,5,6 ORDER DOCS/PUBS FROM CHR; SOLICIT LISTS OF PURCHASE PUBLICATIONS FROM BENEFICIARIES; COMMENCE PURCHASE OF DOCS; COMPLETE ARRANGEMENTS FOR PROJECT IMPLEMENTATION.	JUNE 6, 2, 7 DISBURSE NGO, PICCR GRANTS; PURCHASE EQUIPMENT FOR JUSTICE; PURCHASE EQUIPMENT FOR POLICE ACADEMY; ORGANIZE POLICE TRAINERS AND POLICE COMMANDERS COURSES.	JULY #1,7 COMMISSION WORKING PAPERS FOR PLAN OF ACTION; CONDUCT POLICE TRAINERS AND POLICE COMMANDERS COURSES.
AUGUST #7 DRAFT STANDING ORDERS; DRAFT PRISON REGS.; PREPARE POLICE CURRICULUM AND TRANSLATION.	SEPTEMBER #1 CONDUCT NATIONAL WORKSHOP ON PLAN OF ACTION; ASSIGN FINAL DRAFT; MID-YEAR REVIEW/REPORT.	OCTOBER #1, 7, 8 SUBMIT FINAL PLAN OF ACTION; ORGANIZE FELLOWSHIPS FOR PRISON OFFICIALS; ORGANIZE POLICE FELLOWSHIPS.	NOVEMBER #8 CONDUCT PRISON ADMIN. COURSE; CONDUCT PRISON GUARD COURSE.
DECEMBER #2, 3 ORGANIZE FELLOWSHIPS FOR JUSTICE; ORGANIZE STUDY TOUR FOR OPAHR;	JANUARY #7, 8 CONDUCT FELLOWSHIPS FOR PRISON OFFICIALS; CONDUCT FELLOWSHIPS FOR POLICE OFFICIALS	FEBRUARY #2, 3 CONDUCT JUSTICE FELLOWSHIPS; CONDUCT OPAHR STUDY TOUR; DEADLINE FOR REPORTS ON ALL GRANT DISBURSEMENTS	MARCH YEAR END REVIEW REPORT

SECOND YEAR: 01 APRIL 1997 TO 31 MARCH 1998

APRIL #5 ORGANIZE LEGAL PROFESSIONALS WORKSHOP	MAY #5 CONDUCT LEGAL PROFESSIONALS WORKSHOP	JUNE #4, 6 MEETING WITH NGOS, PICCR, AND PA TO REVIEW PROGRESS ON COORDINATED LAW REFORM PROJECT	JULY #4,6 CONSOLIDATE REVIEWED LAWS PACKAGE AND SUBMIT TO PA
AUGUST ASSESS AND ADVISE ON USE OF POLICE STANDING ORDERS AND CURRICULUM	SEPTEMBER MID-YEAR REVIEW AND REPORTING	OCTOBER ASSESS AND ADVISE ON USE OF PRISON REGS AND TRAINING	NOVEMBER ASSESS AND ADVISE ON IMPLEMENTATION OF PLAN OF ACTION

DECEMBER ASSESS AND ADVISE ON MIN. OF JUSTICE HUMAN RIGHTS CAPACITIES, AND OPAHR HUMAN RIGHTS CAPACITIES	JANUARY ASSESS AND ADVISE ON PICCR HUMAN RIGHTS CAPACITIES, AND NGO HUMAN RIGHTS CAPACITIES	FEBRUARY ASSESS AND ADVISE ON HUMAN RIGHTS CAPACITY OF LEGAL PROFESSION	MARCH FINAL REVIEW AND REPORT; PLANNING FOR SUBSEQUENT ACTIVITIES
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ANNEX II: TENTATIVE SCHEDULE OF PROJECT REVIEWS, REPORTING AND EVALUATION

FIRST YEAR: 01 APRIL 1996 TO 31 MARCH 1997			
APRIL WEEKLY REPORTS	MAY WEEKLY REPORTS	JUNE MONTHLY REPORT	JULY MONTHLY REPORT; REPORT ON 2 POLICE COURSES
AUGUST MONTHLY REPORT; REPORT ON STANDING ORDERS; REPORT ON POLICE CURRIC.; REPORT ON PRISON REGS.	SEPTEMBER MID-YEAR REVIEW/REPORT; MONTHLY REPORT; REPORT ON NATIONAL WORKSHOP	OCTOBER MONTHLY REPORT	NOVEMBER MONTHLY REPORT; REPORT ON 2 PRISON COURSES
DECEMBER MONTHLY REPORT	JANUARY MONTHLY REPORT; REPORT ON PRISON FELLOWS; REPORT ON POLICE FELLOWS	FEBRUARY MONTHLY REPORT; REPORT ON JUSTICE FELLOWS; REPORT ON OPHR TOUR; GRANT RECIPIENT REPORTS	MARCH YEAR-END REPORT; MONTHLY REPORT
SECOND YEAR: 01 APRIL 1997 TO 31 MARCH 1998			
APRIL MONTHLY REPORT	MAY MONTHLY REPORT; REPORT ON LEGAL PROFESSIONALS WORKSHOP	JUNE MONTHLY REPORT; REPORT ON PROGRESS/ADVICE ON <u>LAW REFORM PROJECT</u>	JULY MONTHLY REPORT
AUGUST MONTHLY REPORT;REPORT ON PROGRESS/ <u>ADVICE ON POLICE ORDERS/ CURRICULUM</u>	SEPTEMBER MONTHLY REPORT; MID- YEAR REPORT	OCTOBER MONTHLY REPORT; REPORT ON PROGRESS/ <u>ADVICE ON PRISON REGS/ TRAINING</u>	NOVEMBER MONTHLY REPORT; REPORT/ADVICE ON <u>IMPLEMEN. OF PLAN OF ACTION</u>
DECEMBER MONTHLY REPORT; REPORT/ <u>ADVICE ON MIN. JST. AND OPAHR HR CAPACITIES</u>	JANUARY MONTHLY REPORT; REPORT/ <u>ADVICE ON PICCR AND NGO HR CAPACITIES</u>	FEBRUARY MONTHLY REPORT; REPORT/ <u>ADVICE ON LEGAL PROFESSION HR CAPACITIES</u>	MARCH MONTHLY REPORT; FINAL EVALUATION AND REPORT

ANNEX III. JOB DESCRIPTIONS

UNITED NATIONS CENTRE FOR HUMAN RIGHTS Project of the Palestinian National Authorities

PAL/95/AH/24 "Support for the Rule of Law"

Terms of Reference

TITLE AND GRADE: International Human Rights Expert, L5 (Chief Technical Advisor)

DUTY STATION: Gaza

DURATION OF CONTRACT: 2 years

In accordance with the objectives of the project, and terms of reference prepared by the Centre, the CTA will undertake the following responsibilities under the direct supervision of the CHR Headquarters in Geneva:

Duties and responsibilities:

- overall management responsibility of the project, including the revision of the tentative annual workplan;
- to provide substantive advice in all project areas, including the active participation in all training activities;
- to undertake periodic project reviews;
- to participate actively in the Steering Committee of the project and act as Secretary of it (including the preparation of materials, minutes of meetings, reports, etc.);
- to implement recommendations made by the Steering Committee and periodic evaluations of project;
- to liaise with national authorities, ngos, human rights institutions and other multilateral and bilateral actors in the country;
- supervise and manage all staff of the project;

Qualifications:

- Advanced Law Degree with a very good knowledge of international human rights standards, instruments, and mechanisms and particular focus on administration of justice and legal reform;
- Familiarity and sensibility to Palestinian issues;
- Proven negotiating and managerial skills;
- Fluency in English required;
- 15 to 20 years of recognized experience in related area.

**UNITED NATIONS CENTRE FOR HUMAN RIGHTS
Project of the Palestinian National Authorities**

PAL/95/AH/24 "Support for the Rule of Law"

Terms of Reference

TITLE AND GRADE: International Expert in Human Rights Training, L-3
DUTY STATION: Gaza
DURATION OF CONTRACT: 2 years

In accordance with the objectives of the project, and terms of reference prepared by the Centre, the International Human Rights Training Expert will undertake the following responsibilities under the direct supervision of the Chief Technical Advisor of the project:

Duties and responsibilities:

- prepare and implement all human rights training activities, as described in the project document (for judges, lawyers, prosecutors, law enforcement officials and prison administrators);
- participate substantively in all training activities of the project;
- make all necessary arrangements for all training fellowship programmes abroad;
- liaise with related authorities, ngos and human rights institutions on training and information matters;
- other related activities as needed.

Qualifications:

- Advanced University Degree in Law or Social Sciences;
- Good knowledge of and experience with international human rights standards, instruments, and mechanisms;
- Proven experience in human rights training design and implementation;
- Familiarity and sensibility to Palestinian issues;
- minimum of 10 years of related working experience;
- Fluency in English and Arabic required.

**UNITED NATIONS CENTRE FOR HUMAN RIGHTS
Project of the Palestinian National Authorities**

PAL/95/AH/24 "Support for the Rule of Law"

Terms of Reference

TITLE AND GRADE: Expert in Human Rights National Policies and Law Reform,
(National Professional)

DUTY STATION: Gaza

DURATION OF CONTRACT: 2 years

In accordance with the objectives of the project, and terms of reference prepared by the Centre, the Local Expert in Human Rights National Policies and Law Reform will undertake the following responsibilities under the direct supervision of the Chief Technical Advisor of the project:

Duties and responsibilities:

Under the direct supervision of the Chief Technical Advisor of the project in Gaza, the incumbent will:

- to assist the CTA and other international staff in the implementation of all project activities;
- to participate substantively in all training and information activities of the project;
- liaise with related authorities, ngos and human rights institutions;
- other related activities as needed.

Qualifications:

- Advanced University Degree in Law or Social Sciences;
- Good knowledge of and experience with international human rights standards, instruments, and mechanisms;
- Proven experience in human rights national policies and legal reforms;
- Familiarity and sensibility to Palestinian issues;
- minimum of 10 years of related working experience;
- Fluency in English and Arabic required.

UNITED NATIONS CENTRE FOR HUMAN RIGHTS
Project of the Palestinian National Authorities

PAL/95/AH/24 "Support for the Rule of Law"

Terms of Reference

TITLE AND GRADE: Administrative Assistant, (G4)

DUTY STATION: Gaza

**DURATION OF
CONTRACT:** 2 years

In accordance with the objectives of the project, and terms of reference prepared by the Centre, the Administrative Assistant will undertake the following responsibilities under the direct supervision of the Chief Technical Advisor of the project:

Duties and responsibilities:

Under the direct supervision of the Chief Technical Advisor of the project in Gaza, the incumbent will:

- to provide secretarial assistance to all project personnel, including word processing, filing, photocopying, sending faxes, etc.;
- to undertake administrative tasks within the office, as required (make travel arrangements for Experts, Consultants, arrangements of contracts, visas, etc.);
- to assist project personnel with translation and interpretation when needed;
- reception of visitors, and telephone inquiries;
- other related tasks as needed.

Qualifications:

- Secretarial Diploma;
- Minimum of 10 years of proven work experience in secretarial work;
- Fluency in English and Arabic required;
- Proven experience and knowledge of computers and the use of software (wordperfect and windows computer programmes);
- Basic knowledge of office equipment (photocopier, facsimile, etc.).

ANNEX IV. Detailed Cost Estimate (in US-dollars)

component 1: official human rights policy	code	1* year	2* year	total
A. PERSONNEL				
6 local consultant fees national plan	041	6,000		6,000
10 local consultants national workshop	041	10,000		10,000
1 local consult (commission final draft)	041	500		500
subtotal		16,500		16,500
B. TRAVEL				
travel of 1 Staff of the Centre to participate in Workshop	242	5,500		5,500
subtotal		5,500		5,500
C. CONTRACTUAL SERVICES				
Printing national plan	356	500		500
subtotal		500		500
D. GENERAL OPERATING COSTS				
Rent for workshop facilities	411	5,000		5,000
miscellaneous (docs, comm.)	499	5,000		5,000
delivery costs of documentation	499	100		100
subtotal		10,100		10,100
E. SUPPLIES				
human rights documentation for PAHR	531	900		900
subtotal		900		900
G. FELLOWSHIPS				
studytour PAHR:travel, DSA and training costs	811	6,000		6,000
subtotal		6,000		6,000
H. GRANTS				
Grant for women and group rights PCHR	832	37,000		37,000
subtotal		37,000		37,000
TOTAL COMPONENT 1		76,500	—	76,500

Component 2: fair administration of justice	code	1* year	2* year	total
A. PERSONNEL AND TRAVEL				
4 int. consult. for training lawyers, prosecutors (fees)	041		6,000	6,000
(DSA/travel)	046		22,000	22,000
2 local consult. training lawyers, prosecutors (fees)	041		1,000	1,000
(DSA/travel)	046		1,600	1,600
4 int. consult. for training police (fees)	041	6,000		6,000
(DSA/travel)	046	22,000		22,000
2 local consult. training police (fees)	041	1,000		1,000
(DSA/travel)	046	1,600		1,600
4 int consult training police commanders (fees)	041	6,000		6,000
(DSA/travel)	046	22,000		22,000
2 local consult training police commanders (fees)	041	1,000		1,000
(DSA/travel)	046	1,600		1,600
1 int. consult. drafting standing orders police (fees)	041	1,500		1,500
(DSA/travel)	046	5,500		5,500
4 int consult training prison adm. (fees)	041	6,000		6,000
(DSA/travel)	046	22,000		22,000
2 local consult training prison adm. (fees)	041	1,000		1,000
(DSA/travel)	046	1,600		1,600
4 int.consult. training prison guards (fees)	041	6,000		6,000
(DSA/travel)	046	22,000		22,000
2 local consult training prison guards (fees)	041	1,000		1,000
(DSA/travel)	046	1,600		1,600
1 int. consultant drafting prison regulations (fees)	041	1,500		1,500
(DSA/travel)	046	5,500		5,500
Subtotal		136,400	30,600	167,000

B. TRAVEL OF STAFF OF THE CENTRE (CHR Staff participation in training courses - 1 staff member)				
training lawyers and prosecutors (1 week)	242	5,500		5,500
trg police trainers/commanders (2 weeks)	242	8,000		8,000
trg prison administrators/guards (2 weeks)	242	8,000		8,000
Subtotal		21,500	—	21,500
C. CONTRACTUAL SERVICES				
-translation for 5 training courses (judges, police trainers, police commanders, prison administrators and guards)	331	15,000		15,000
	331	1,000		1,000
-translation HR curriculum materials	356	7,000		7,000
-Printing and publication standing orders	356	400		400
-reproduction HR curriculum materials	356	7,000		7,000
-printing and publ. prison regulations				
Subtotal		30,400	—	30,400
D. GENERAL OPERATING COSTS				
rent of premises for 5 training courses (5 weeks)				
refreshment during training courses	411	16,000	4,000	20,000
administrative services in training progr.	451	1,600	400	2,000
delivery costs for documentation	499	1,200	300	1,500
delivery costs computers	499	300		300
	499	200		200
Subtotal		19,300	4,700	24,000
E SUPPLIES AND MATERIALS				
documentation Ministry of Justice	531	900		900
documentation judges, prosecutors	531	1,000		1,000
documentation training police trainers and commanders, prison adm. and guards	531	800		800
documentation standing orders	531	1,000		1,000
documentation prison regulations	531	1,000		1,000
documentation HR curr. manuals	531	100		100
purchase supplies OHT machine	594	200		200
Subtotal		5,000		5,000
F. FURNITURE AND EQUIPMENT				
2 computers Min. of Justice	621	5,300		5,300
OHT machine HR training	695	500		500
Subtotal		5,800	—	5,800

G. FELLOWSHIPS				
2 staff members Min. Justice	811	12,000		12,000
2 HR police focal points	811	12,000		12,000
2 high-level prison-administrators	811	12,000		12,000
Subtotal		36,000	_____	36,000
TOTAL COMPONENT 2		254,400	35,300	289,700

component 3: strong legal framework	code	1* year	2* year	total
A. PERSONNEL		—	—	—
B. TRAVEL		—	—	—
C. CONTRACTUAL SERVICES				
Hiring of 3 consultants (fees)	048	36,000		36,000
(transportation)	048	5,400		5,400
(communications)	048	7,200		7,200
Coordinated review of 10 laws:				
(documents)	048	3,000		3,000
(reproduction materials)	048	1,500		1,500
(consultant fees)	048	50,000		50,000
(communications)	048	2,000		2,000
(travel/DSA)	048	39,000		39,000
(coordination fees)	048	3,000		3,000
(administr. costs)	048	1,500		1,500
Review of 2 laws by Al Hacq				
(documents)	048	600		600
(reproduction materials)	048	300		300
(consultants fees)	048	10,000		10,000
(communications)	048	400		400
(travel/DSA)	048	7,800		7,800
(administr. costs)	048	900		900
Review of 2 laws by Gaza Centre				
(documents)	048	600		600
(reproduction materials)	048	300		300
(consultants fees)	048	10,000		10,000
(communications)	048	400		400
(travel/DSA)	048	7,800		7,800
(administr. costs)	048	900		900
Review of 2 laws by Bir Zeit				
(documents)	048	600		600
(reproduction materials)	048	300		300
(consultants fees)	048	10,000		10,000
(communications)	048	400		400
(travel/DSA)	048	7,800		7,800
(administr. costs)	048	900		900
Subtotal		208,600	—	208,600
D. SUPPLIES AND MATERIALS				
documentation PICCR	531	900		900
documentation NGOs	531	2,800		2,800
Subtotal		3,700	—	3,700
E. GENERAL OPERATING EXPENSES				
delivery costs documentation	499	300	—	300

TOTAL COMPONENT 3		212,600	—	212,60
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PROJECT OFFICE	code	1* year	2* year	total
A. PERSONNEL				
2 International experts	030	297,370	297,370	594,740
1 national expert	030	52,962	52,962	105,924
Common staff costs	100	12,660	12,660	25,320
local travel	036	6,500	6,500	13,000
Subtotal		369,492	369,492	738,984
B. TRAVEL OF STAFF CHR				
Monitoring and Follow up	242	7,300	7,300	14,600
Subtotal		7,300	7,300	14,600
C. CONTRACTUAL SERVICES				
Printing and reproduction of project reports	353	2,000	2,000	4,000
Subtotal		2,000	2,000	4,000
D. GENERAL OPERATING EXPENSES				
rent of premises	411	6,840	6,840	13,680
utilities of office	421	1,200	1,200	2,400
communications	440	6,000	6,000	12,000
maintenance of furniture and equipment	461	1,000	1,000	2,000
miscellaneous	499	1,500	1,500	3,000
Subtotal		16,540	16,540	33,080
E. SUPPLIES				
stationery and office supplies	510	900	900	1,800
documentation/books	531	2,000		2,000
reproduction supplies	521	600	600	1,200
petrol and other lubricants	517	3,600	3,600	7,200
data processing supplies	515	1,200	1,200	2,400
Subtotal		8,300	6,300	14,600

F. FURNITURE AND EQUIPMENT				
office furniture	611	3,500	500	4,000
Acquisition, office automation equipment (3 PC's/12,000; 1 printer/4,000; 1 Backup unit/600; 1 modem/500;	621	17,100		17,100
Acquisition, software packages	641	2,000		2,000
vehicles		25,200	3,200	28,400
Acquisition, office equipment (1 fax/500; 4 telephones/500; 1 photocopier/5,000)		6,000		6,000
Subtotal		53,800	3,700	57,500
TOTAL OFFICE EXPENSES		457,432	405,332	862,76

		1 st year	2 nd year	Total
	Subtotal	1 000,932	440,632	1 441,564.
	evaluation	30,000	30,000.	60,000.
	Subtotal	1 030,932.	470,632.	1 501,564.
	13% programme support costs	134,021.16	61,182.16	195,203.32
	GRAND TOTAL	1 164,953.16	531,814.16	1 696,767.32

ANNEX V. LIST OF FURNITURE AND EQUIPMENT

1. Office furniture for Project (4 desks and 4 office chairs, 1 meeting-table, 8 chairs, 4 bookshelves, 3 computer tables, 2 file cabinets)
2. Acquisition, automation equipment for Project (3 Multimedia PC's Pentium 75 Mhz with monitor and installation cables included, 1 Backup Unit 800 MB, 2 Laser Printers , 1 modem compatible V.34-28,800vpsc.)
3. Acquisition of software packages (Wordprocessor and Internet Browse)
4. Office equipment for Project (1 photocopy machine, 1 facsimile, 4 telephones, 1 typewriter, 2 calculators, etc.)
5. Automation equipment for Ministry of Justice and Police training centre, including delivery costs (2 computers and 1 overhead projector)
6. 1 Vehicle for Project Office

TRAINING ACTIVITIES METHODOLOGY FOR ADULT AUDIENCES

1. OBJECTIVES

Three basic learning objectives will form the basis of all training activities, based on the following three educational needs of participants:

to receive information and develop knowledge - on what human rights standards are, and what they mean;

to acquire or reinforce skills - so that the functions and duties of the target professional audience can be fulfilled effectively with due respect for human rights. Since the simple knowledge of standards is not enough to enable trainees to transfer these rules into appropriate professional behaviour, the acquisition of skills is to be viewed as a process, as skills that are fine-tuned through practice and application. This process may therefore need to be continued, in the light of training needs identified in specific areas of the audience's work, including through other technical cooperation programmes.

to become sensitized, i.e., to undergo a change in (negative) or to reinforce (positive) attitudes, and thence behaviour - so that the audience accepts, or continues to accept, the need to protect and promote human rights, and actually do so in the course of their professional duties. The subjects here are the *values* of the audience. This, too, is a long term process reinforced by further, more technical training. Thus, effective training will aim to improve:

knowledge + skills + attitudes = appropriate behaviour

2. TAILORING COURSES

When arranging training programmes, the principles of audience specificity and relevance will require to observe the following few basic rules:

1) Whenever possible **separate training programmes** will be arranged for different categories within the profession concerned, according to rank, education and particular function. This will allow training to focus on: i) strategy and policy making aspects for senior and managerial personnel; ii) pedagogical aspects for educators and trainers of the group; iii) operational aspects for groups not within the above categories and; iv) aspects of particular relevance to professionals with specific functions

2) The largely **practical and pragmatic orientation** of adult professional audiences will be reflected in the education and training methods adopted. This

means: i) creating the opportunity to translate ideas and concepts into practice; ii) enabling participants to focus on real problems of their profession and; iii) responding to issues of immediate concern to participants raised by them during the programme.

3. *SELECTION OF TRAINERS*

The criteria for the selection of individuals to make presentations and to provide other input on human rights training courses, will mainly be the following: i) expertise in the subject matter; ii) ability to adapt to the methodology of the training programme- especially its interactive aspects and; iii) credibility and reputation - especially amongst practitioners from the relevant field who are to participate in the programme.

Ideally, a panel of trainers will primarily be composed of practitioners from the relevant professional field, accompanied by at least two experts in the field of human rights.

In all training activities, the Centre will brief the trainers on the following matters: (1) Basic historical, geographical, demographic, political, economic, cultural and social information on the country; (2) Basic information on the constitutional and legal arrangements of the country; (3) Human rights and humanitarian law treaties to which the state is a party; (4) Organizational aspects of the professional group to be trained; (5) Categories and numbers of trainees participating in the programme and; (6) Particular issues of current concern in relation to the professional audience for which the programme will be introduced.

4. *CONTENT OF PROGRAMMES*

Specific programmes will be drafted for different audiences. Examples of content for different audiences can include the following topics:

4.1. *Programme for Judges, Lawyers, Magistrates, and Prosecutors*

International Sources, Systems and Standards for Human Rights in the Administration of Justice; Human Rights during Criminal Investigations, Arrest, and Pre-Trial Detention; The Independence of Judges and Lawyers; The Elements of a Fair Trial; The Administration of Juvenile Justice; Protection of the Rights of Women in the Administration of Justice: Legal Guarantees and Issues of Sensitization: Human Rights under States of Emergency; Standards for the Protection of Prisoners; The Role of the Courts in Protecting Economic and Social Rights; Non-Custodial Measures: and Non-Discrimination and Equal Justice.

4.2 Programme for Law Enforcement Officials

International Sources, Systems and Standards for Human Rights in the Administration of Justice; Ethical and Legal Conduct; Policing in Democracies; Non-Discrimination in Law Enforcement; Police Investigations; Arrest; Detention; The use of force; Accountability for the use of force; Permissible circumstances for the use of firearms; Procedures for the use of firearms; Civil Disorder; States of Emergency; Protection of Juveniles; The Human Rights of Women; Refugees; Non-Nationals; Victims; Police Command and Management Issues and; Police Violations of Human Rights.

4.3 Programme for Prison Administrators

International Sources, Systems and Standards for Human Rights in the Administration of Justice; Ethical and Legal Conduct; Non-Discrimination in Prisons; Prisoners Rights, Regulations, Procedures and Complaints Mechanisms ; Inspections; Treatment; Discipline and Punishment; Instruments of Restraint; The use of force; Accountability for the use of force; Protection of Juveniles; Special Standards for Women; Non-Custodial Measures; Privileges, Work, Education and Recreation; Social Relations and After-Care; Prison Staff: Recruitment, Hiring, Training, and Supervision; Command and Management Issues and; Prison Administrators Violations of Human Rights.

5. TRAINING METHODOLOGY

5.1 The Centre's approach

All training activities will observe an approach comprised of the following fundamental elements:

- a) **Collegial Presentations** to be delivered by practitioners in the relevant field;
- b) **Training the Trainers** to build local capacity;
- c) **Pedagogical Techniques** to secure the active engagement of the participants;
- d) **Audience-Specificity** in the selection of subject matter, standards, and approach;
- e) **Practical Approach** including reference to means for the effective, legal and humane performance of the duties of the target audience;
- f) **Comprehensive presentation of standards** relevant to the duties of the target audience;
- g) **Teaching to Sensitize** participants to the importance of human rights and their own potential for (unintentional) violative behaviour
- h) **Flexibility of design and Application** to ensure adaptability of content, materials and approach to various cultures, levels of education, and local needs;
- i) **Evaluation tools**, including pre and post course testing and course assessment.

5.2 The participatory method

For maximum effect, a few basic principles will be kept in mind in applying the participatory training method described above. This method will require an approach which is interactive, flexible, relevant, and varied, as described below:

Interactive-- all programmes will imply the use of a participatory, interactive training methodology;

Flexible-- it is not advisable to attempt to force, or order trainees to participate;

Relevant--The unspoken question of the trainee throughout the course will be: "what does this have to do with my daily work ?" The extent to which the trainer continuously can answer this question will be an important measure of her success. Every effort will therefore be made to ensure that all teaching materials is relevant to the work of the audience, and that such relevance is made clear where not self-evident;

Varied--To secure and retain the active engagement of participants, it is best to vary the teaching techniques used throughout the course. The use of a varied selection of techniques, alternating discussions with role-plays, and case-studies with brainstorming, as appropriate to the subject matter will be encouraged;

Broadly, this means that the following methods and approaches will adopted:

Presentation of standards - short presentations on the human rights standards relative to a given aspect of the work of the profession, and on how such standards may be effectively applied by the audience;

Application of participatory techniques - to enable participants to use their knowledge and experience to translate ideas and concepts expressed in the presentation into practice and to enable participants to consider the practical implications of human rights standards for their day to day work;

Focus and flexibility - to enable participants to focus on matters of real and current concern; and to enable educators and trainers to adapt to participants' needs as the course progresses.

5.3 Participatory techniques

In all training programmes, selected participatory techniques will be provided as follows: (1) Presentation and discussions; (2) Panel discussion; (3) Working groups; (4) Case studies; (5) Problem solving/brain storming; (6) Simulation/role play; (7) Field trips; (8) Practica (the practical exercise); (9) Round-table discussions and; (10) Visual aids.



SEP - 2 1980

המשלחת הקבועה
של ישראל לאומות המאוחדות
PERMANENT MISSION OF ISRAEL
TO THE UNITED NATIONS

800 SECOND AVENUE
NEW YORK, N.Y. 100

OXFORD 015500

27 August 1980

Mr. Bradford Morse
Administrator
United Nations Development Programme
One United Nations Plaza
New York, New York 10017

Dear Mr. Morse,

On instructions, I wish to confirm the understanding reached in the talks held with you at the Ministry of Foreign Affairs in Jerusalem on 6 April 1980, as follows:

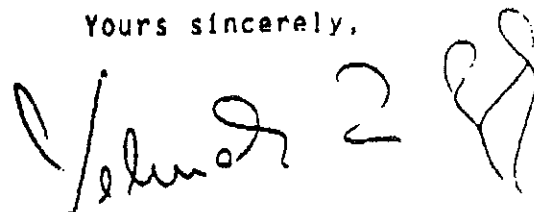
- a) Subject to the confirmation of the Government of Israel, approval was given to the implementation of the following ten projects:
1. Project No. PAL/79/002 - Specialized Training in Industrial Management.
 2. Project No. PAL/79/003 - Promotion of Pre-Primary Education.
 3. Project No. PAL/79/005 - Promotion of Technical and Vocational Education.
 4. Project No. PAL/79/007 - Health Manpower Development.
 5. Project No. PAL/79/008 - Development and Strengthening of Health Institutions.
 6. Project No. PAL/79/009 - Specialized Training Programme in Agricultural Development.
 7. Project No. PAL/79/011 - Strengthening and Development of the Moussa Alami Project.
 8. Project No. PAL/79/018 - Children's Institutions.
 9. Project No. PAL/79/013 - Training in Industrial Development.

10. Project No. PAL/79/014 - Training in Housing.

- b) The projects will be implemented and supervised in full cooperation with the competent Israel authorities. Each project will be subject to a separate agreed arrangement with those authorities and will be implemented in conformity with their rules and regulations.
- c) It was agreed that on behalf of UNDP its Administrator will be solely responsible for the above projects and directly in charge of their implementation. At Israel's request, it was agreed that UNDP will serve as the sole UN Executive Agency for this purpose. In this connection, UNDP may after consultation with the competent Israeli authorities have recourse to the services of individual advisory experts and consultants, including consulting firms.
- d) It was agreed that the Administrator will assign a liaison officer who will, as required, visit Israel in order to coordinate the implementation of the projects and maintain contacts with the Israel authorities.
- e) The Government of Israel shall apply to the UNDP, its property, funds and assets, and to its officials and experts, including individual consultants, on mission the provisions of the Convention on Privileges and Immunities of the United Nations.

I should be grateful if you would confirm the above understanding.

Yours sincerely,



Yehuda Z. Blum
Ambassador

Permanent Representative of Israel
to the United Nations

TR/cf

cc: Read. file
Chron

3 September 1980

Dear Mr. Ambassador:

Thank you very much for your letter of 27 August 1980 regarding the understanding reached in the talks which I had on 6 April 1980 at the Ministry of Foreign Affairs in Jerusalem. I confirm that this letter accurately reflects this understanding.

With kind regards, I am

Yours sincerely,

Bradford Morse

His Excellency
Mr. Yehuda Z. Blum
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Israel
to the United Nations
800 Second Avenue
NEW YORK, N.Y. 10017.

Agreement between the Palestine Liberation Organization (PLO) and the United Nations Development Programme (UNDP)

1. In response to General Assembly resolution 33/147 of December 1978, the UNDP initiated its Programme of Assistance to the Palestinian People (PAPP), through which it has, since 1980, been implementing both capital and technical assistance projects throughout the occupied Palestinian territory (OPT). Since that time, consultations between the UNDP and the PLO have taken place regularly regarding the work of the UNDP in the OPT. In 1981, the UNDP established its office in East Jerusalem to oversee project implementation. The operation of the UNDP in the OPT is headed by Special Representative of the UNDP Administrator, who carries out responsibilities from that office. Recently, the UNDP established a post in Gaza to follow-up its activities in that area.
2. The signing of the Declaration of Principles on Interim Self-Government Arrangements, in Washington, D.C. on 13 September 1993, between the Palestine Liberation Organization and the Government of Israel has created a new situation which should be reflected in the future activities of the UNDP in the OPT. The UNDP has actively participated in various meetings and missions emanating from the peace process, which have involved the United Nations, the World Bank, and donor countries, to follow-up the issue of assistance to the Palestinian people during the transitional period.
3. In its 48th session, the General Assembly adopted, by consensus, resolution 48/213 of December 1993 on "Assistance to the Palestinian People", which provides an additional foundation for the international community and the United Nations system with regard to the issue of assistance to the Palestinian people.
4. Consultations between the PLO and the UNDP have taken place taking the above into

consideration, during which an evaluation of the work done by PAPP has also been conducted. It was agreed that all projects which have been initiated should be completed and that all future projects will be subject to the provisions of this agreement. Such projects will involve, inter alia, work in the fields of public sector-institution building, economic development, human development, and environmental management. In addition to the continuing support from the central resources of the UNDP, the UNDP is seeking external funding to carry out capital and technical assistance activities of approximately \$80 million.

5. In carrying out its activities, the UNDP will seek to ensure the association, whenever relevant, of the specialized agencies and other organizations of the United Nations system, within the framework of the United Nations coordinating mechanism. The UNDP will also work with other members of the international donor community towards the fullest coordination of external assistance.

6. During consultations, the PLO informed the UNDP that the Palestinian Council for Development and Reconstruction (PECDAR) will be the Palestinian agency responsible for coordinating external assistance, and as such will be cooperating with the UNDP.

7. In light of the foregoing, the PLO and the UNDP have entered into this agreement.

Article I

Scope of the Agreement

This agreement will govern the future operations of the UNDP in the occupied Palestinian territory, including the basic conditions under which the UNDP and its executing agencies shall assist the Palestinian Authority in carrying out its development projects, and under which such UNDP-assisted projects shall be executed.

Article II
Forms of Assistance

1. UNDP assistance under this Agreement may consist of:

(a) the services of advisory experts and consultants, including consulting firms or organizations, selected by and responsible to, the UNDP or the Executing Agency concerned;

(b) the services of operational experts selected by the Executing Agency, to perform functions of an operational, executive or administrative character as civil servants or as employees of such entities as may be designated by the Palestinian Authority;

(c) the services of members of the United Nations Volunteers (hereinafter called volunteers);

(d) the services of expatriate Palestinians through the Programme entitled the Transfer of Knowledge through Expatriate Nationals (TOKTEN);

(e) equipment and supplies not readily available in the occupied Palestinian territory;

(f) seminars, training programmes, demonstration projects, expert working groups and related activities;

(g) scholarships and fellowships, or similar arrangements under which candidates nominated by the Palestinian Authority and approved by the Executing Agency concerned may study or receive training; and

(h) any other form of co-operation which may be agreed upon by the Palestinian Authority and the UNDP.

2. Requests for assistance shall be presented by the Palestinian Authority to the UNDP through the Special Representative of the Administrator in the OPT, in the form and in accordance with the procedures established by the UNDP for such requests. The Palestinian Authority shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including an expression of intent with respect to the follow-up of investment-oriented projects.

3. Assistance may be provided by the UNDP through the Palestinian Authority either directly, with such external assistance as is deemed appropriate, or through an Executing Agency, which shall have primary responsibility for carrying out UNDP assistance which shall have the status of an independent contractor for this purpose.

4. The UNDP will continue to maintain a mission in the OPT headed by the Special Representative of the Administrator, who will continue to operate from the present UNDP office in East Jerusalem. The UNDP mission shall have such other staff as it may deem appropriate to its proper functioning.

5. Upon completion of the appraisal of the request, the UNDP will co-operate with the Palestinian agency(s) or department(s) concerned and the Executing Agency, if any, in formulating a Project Document to govern all aspects of project execution, for signature by all parties.

Article III

Execution of Projects

1. The Palestinian Authority shall remain responsible for its UNDP-assisted development projects and the realization of their objectives as described in the relevant project documents, and shall carry out such parts of such projects as may be stipulated in the provisions of this Agreement and such Project Document. The UNDP undertakes to complement and supplement the participation of the Palestinian Authority in such projects through assistance to it in

pursuance of this Agreement and the Work Plan forming part of such Project Documents, and through assistance to the Authority in fulfilling the stated intent with respect to investment follow-up. The Palestinian Authority shall keep the UNDP currently informed of the agency(s) directly responsible for participation in each UNDP-assisted project.

2. Compliance by the Palestinian Authority with any prior obligations agreed to be necessary or appropriate for UNDP assistance to a particular project shall be a condition of performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of such assistance be commenced before such prior obligations have been met, the project may be terminated or suspended without notice and at the discretion of the UNDP.

3. In the performance of their duties, advisory experts, consultants and volunteers shall act in close consultation with the Palestinian Authority and with persons or bodies designated by it, and shall comply with such instructions as may be appropriate to the nature of their duties. Operational experts shall be solely responsible to, and be under the exclusive direction of, the Palestinian Authority or the designated concerned agency, but shall not be required to perform any functions incompatible with their international status or with the purposes of the UNDP or the Executing Agency.

Article IV

Information Concerning Projects

1. The Palestinian Authority shall furnish the UNDP with such relevant reports, maps, accounts, records, statements, documents and other information as may be requested concerning any UNDP-assisted project, its execution or its continued feasibility and soundness.

2. The UNDP undertakes that the Palestinian Authority shall be kept currently informed of the progress of its assistance activities under this Agreement. Either party shall have the right, at any time, to observe the progress of operation on UNDP-assisted projects.

3. The Palestinian Authority shall, subsequent to the completion of a UNDP-assisted project, make available to the UNDP at its request information as to benefits derived from and activities undertaken to further the purposes of that project, including information necessary or appropriate to its evaluation or to evaluation of UNDP assistance, and shall consult with and permit observation by UNDP for this purpose.

4. Any information or material which the Palestinian Authority is required to provide to the UNDP under this Article shall be made available by the Authority to an Executing Agency at the request of the Executing Agency concerned.

5. The Parties shall consult each other regarding the publication, as appropriate, of any information relating to any UNDP-assisted project or to benefits derived therefrom. However, any information related to any investment-oriented project may be released by the UNDP to potential investors, unless and until the UNDP has been requested by the Palestinian Authority in writing to restrict the release of information relating to such projects.

Article V

Participation and Contribution of Palestinian

Institutions in Execution of Projects

1. In fulfillment of the responsibility of the Palestinian Authority to participate and co-operate in the execution of a project assisted by the UNDP under this Agreement, the Authority shall contribute the following in kind to the extent detailed in relevant Project Documents:

(a) Local counterpart professional and other services, including counterparts to operational experts;

(b) Land, building, and training and other facilities available locally; and

(c) Equipment, materials and supplies available or produced locally.

2. Whenever the provision of equipment forms part of UNDP assistance to the OPT, the

Palestinian Authority will try, to the extent possible, to meet charges relating to customs clearance of such equipment and its transportation.

3. The Palestinian Authority shall also meet the salaries of trainees and recipients of fellowships during the period of their fellowships.

4. The cost of items constituting the contribution of the Palestinian Authority to the project and any sums payable by the Authority in pursuance of this Article, as detailed in Project Budgets, shall be considered as estimates based on the best information available at the time of preparation of such Project Budgets. Such sums shall be subject to adjustment whenever necessary to reflect the actual cost of any such items purchased thereafter.

5. Suitable signs at each project identifying it as one assisted by the UNDP and the Executing Agency shall, as appropriate, be displayed by the Palestinian Authority.

Article VI

Relation to Assistance from Other Sources

1. In the event that assistance towards the execution of a project is obtained by either Party to this Agreement from other sources, the Parties shall consult each other and the Executing Agency with a view to effective coordination and utilization of such assistance. The obligations of the Parties hereunder shall not be modified by any arrangements they may enter separately into with other entities co-operating with them in the execution of a project.

Article VII

Use of Assistance

1. The Palestinian Authority shall exert its best efforts to make the most effective use of the assistance provided by the UNDP and shall use such assistance only for the purpose for which it is intended, as stated in the relevant Project Document.

Article VIII

Facilities for Execution of UNDP Assistance

1. The Palestinian Authority shall take those appropriate measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall secure them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance, including all necessary licenses and permits.
2. Assistance under this Agreement being provided for the benefit of the Palestinian people, the Palestinian Authority shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by other parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provisions shall not apply where the Parties and the Executing Agency have agreed that a claim or liability arises from the gross negligence or willful misconduct of the above-mentioned individuals.

Article IX

General Provisions

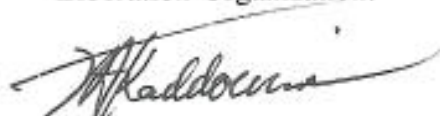
1. This Agreement shall enter into force upon signature. It shall continue in force until termination under paragraph 3, below.
2. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full sympathetic consideration to any proposal advanced by the other Party under this paragraph.

3. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice.

4. The obligations assumed by the Parties under Articles IV (concerning project information) and VII (concerning the use of assistance) hereof shall survive the expiration or termination of this Agreement. The obligations assumed by the Palestinian Authority under Article VIII (concerning facilities for project execution) shall also survive the expiration or termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of UNDP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement.

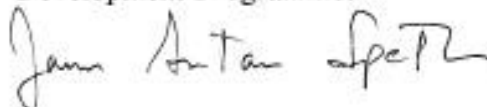
IN WITNESS WHEREOF the undersigned, being duly authorized thereto, signed the present Agreement in English in two copies at New York on this 9th day of May 1994 and at Tunis on this 9th day of May 1994.

On behalf of the Palestine
Liberation Organization:

A handwritten signature in dark ink, appearing to read 'F. Qaddoumi', written over a horizontal line.

Mr. Farouk Qaddoumi
Foreign Minister of Palestine,
Head of the Political Department
of the Palestine Liberation Organization

On behalf of the United Nations
Development Programme:

A handwritten signature in dark ink, appearing to read 'James Gustave Speth', written in a cursive style.

Mr. James Gustave Speth
Administrator of the UNDP

No. 57186*

**United Nations (United Nations Office for Project Services)
and
Israel**

Exchange of letters constituting an arrangement between the State of Israel and the United Nations Office for Project Services (UNOPS) concerning the facilitation of the current and future activities of the United Nations Office for Project Services under the Gaza Reconstruction Mechanism. Copenhagen, 14 July 2016, Jerusalem, 31 July 2016, and Tel Aviv, 2 August 2016

Entry into force: *2 August 2016 by the exchange of the said letters, in accordance with their provisions*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *ex officio, 1 May 2022*

Note: *See also annex A, No. 57186.*

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

**Nations Unies (Bureau des Nations Unies pour les services d'appui
aux projets)
et
Israël**

Échange de lettres constituant un arrangement entre l'État d'Israël et le Bureau des Nations Unies pour les services d'appui aux projets (UNOPS) relatif à la facilitation des activités actuelles et futures du Bureau des Nations Unies pour les services d'appui aux projets dans le cadre du mécanisme de reconstruction de Gaza. Copenhagen, 14 juillet 2016, Jérusalem, 31 juillet 2016, et Tel Aviv, 2 août 2016

Entrée en vigueur : *2 août 2016 par l'échange desdites lettres, conformément à leurs dispositions*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *d'office, 1^{er} mai 2022*

Note : Voir aussi annexe A, No. 57186.

**Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

[ENGLISH TEXT – TEXTE ANGLAIS]



Copenhagen, 14 July 2016

Major General Yoav (Poli) Mordechai
Head of COGAT
Ministry of Defense
Kaplan St.
Hakirya
Tel-Aviv 61909
Israel

Dear General Mordechai,

This follows the letter from the United Nations Special Coordinator for the Middle East Peace Process to the Head of the Coordination of Government Activities in the Territories unit (COGAT), dated 7 September 2014, and his reply dated 12 September 2014, regarding the Gaza Reconstruction Mechanism (hereinafter referred to as "GRM" or the "Reconstruction Mechanism").

Following discussions held between the Ministry of Foreign Affairs of Israel (MFA), COGAT and the United Nations Office for Project Services (UNOPS); and in light of the fact that UNOPS, as a subsidiary organ of the United Nations, established by the General Assembly in its decision 48/501 of 19 September 1994, pursuant to its authority under Article 22 of the Charter of the United Nations, provides its partners, inter alia, with advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement; and whereas UNOPS has been implementing some of the activities of the United Nations under the GRM; and in light of the good cooperation between UNOPS and the State of Israel, and with the aim of enhancing this cooperation and facilitating the implementation of the current and future activities of UNOPS under the GRM, I have the honor to suggest the following arrangement between the State of Israel and UNOPS:

1. The MFA and COGAT, on behalf of the State of Israel, shall facilitate the performance of the activities and functions of UNOPS under the Reconstruction Mechanism, including implementation of the Materials Monitoring Unit under the said Mechanism.
2. UNOPS may carry out other projects in the West Bank or the Gaza Strip in the areas of project management, infrastructure and procurement, in coordination with COGAT, and shall provide a periodical report of its ongoing and future projects every six (6) months to COGAT and the MFA.
3. The 1946 Convention on the Privileges and Immunities of the United Nations (henceforth: the General Convention) shall be applicable to UNOPS, as a subsidiary organ of the United Nations.




4. UNOPS' offices shall cooperate with the competent authorities in the State of Israel, in a manner consistent with the General Convention, to facilitate the proper administration of justice and to uphold respect for local laws and regulations therein.
5. The Executive Director of UNOPS will appoint a Director for the UNOPS offices and define the Director's authority and responsibilities.
6. The UNOPS offices will be staffed by the officials assigned to the offices, experts on mission, and persons performing services for UNOPS (hereinafter referred to collectively as "UNOPS personnel").
7. UNOPS personnel who are not residents of Israel, the West Bank or the Gaza Strip shall be granted multiple-entry visas free of charge prior to their entry into Israel, subject to Israel's internal procedures. The visas shall be valid for a period of one year, and shall be extended upon request by UNOPS, subject to the extension of the official's post.
8. Once the abovementioned visas have been issued, all entries and exits by UNOPS personnel concerned to and from the State of Israel shall take place via Israel's international airport or other international crossing points.
9. UNOPS personnel residing in Israel, the West Bank or the Gaza Strip will be granted the permits needed for free movement in order to perform their tasks. The granting of such permits shall be done in accordance with the current standard practice related to the granting of permits to UN personnel of similar status.
10. The details of all officials, experts on mission, and persons performing services for UNOPS shall be notified to the MFA.
11. UNOPS officials and experts on mission that are posted in Israel for at least six (6) months shall be provided a yellow MFA card. The names, passport numbers, functions/titles and service terms of the officials and experts on mission shall be communicated to the MFA Protocol Division and to COGAT as soon as these details are known to UNOPS, and prior to their entry into Israel. UNOPS will be responsible for immediately returning the MFA cards upon termination of an official's post.



12. UNOPS and its personnel shall be granted permits to enter the Gaza Strip from Israel and vice versa in order to perform their tasks, upon submission of a request to the Gaza Coordination and Liaison Administration (hereinafter: Gaza CLA) in accordance with the applicable legal and procedural framework concerning all UN agencies operating in the field and the general policy applicable to UN personnel of similar status regarding entry and exit from the Gaza Strip through Israel.
13. UN anti-terrorism vetting procedures shall be applied in respect of locally recruited personnel.
14. The State of Israel shall facilitate the registration and licensing of vehicles for use by UNOPS personnel upon request.
15. UNOPS' activity in the Gaza Strip shall be coordinated with COGAT and the Gaza CLA, including all transfers of goods, equipment, or organization personnel from Israel to the Gaza Strip. Matters concerning the passage of goods, equipment and persons into Gaza shall be conducted in a manner consistent with the General Convention as well as in accordance with the relevant procedures under applicable law.
16. UNOPS' activity in the West Bank shall be conducted in a manner consistent with the General Convention as well as in accordance with the relevant procedures under applicable law and in coordination with COGAT and the Civil Administration. Moreover, UNOPS shall be informed of the procedures and security considerations established by the Israeli authorities in the West Bank. UNOPS shall give due consideration to the latter.

I look forward to receiving a letter from each of you in which you confirm your respective office's consent to the content of this letter. I suggest that this arrangement shall be effective from the date of my receipt of the second such letter for a period of twelve (12) months. The present arrangement may be amended by written consent of both sides. With the prior written consent of both sides, the term of this arrangement may be renewed for subsequent periods of twelve (12) months.

Yours sincerely,

Grete Faremo 
United Nations Under-Secretary-General and Executive Director of UNOPS

Cc.: His Excellency Mr. Aharon Leshno – Yaar, Deputy Director General, Division for the United Nations and International Organization, Ministry of Foreign Affairs



Copenhagen, 14 July 2016

His Excellency Mr. Aharon Leshno – Yaar
Deputy Director General
Division for the United Nations and International Organization
Ministry of Foreign Affairs
9 Yitzhak Rabin Blvd.
Kiryat Ben-Gurion
Jerusalem 91035
Israel

Excellency,

This follows the letter from the United Nations Special Coordinator for the Middle East Peace Process to the Head of the Coordination of Government Activities in the Territories unit (COGAT), dated 7 September 2014, and his reply dated 12 September 2014, regarding the Gaza Reconstruction Mechanism (hereinafter referred to as "GRM" or the "Reconstruction Mechanism").

Following discussions held between the Ministry of Foreign Affairs of Israel (MFA), COGAT and the United Nations Office for Project Services (UNOPS); and in light of the fact that UNOPS, as a subsidiary organ of the United Nations, established by the General Assembly in its decision 48/501 of 19 September 1994, pursuant to its authority under Article 22 of the Charter of the United Nations, provides its partners, inter alia, with advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement; and whereas UNOPS has been implementing some of the activities of the United Nations under the GRM; and in light of the good cooperation between UNOPS and the State of Israel, and with the aim of enhancing this cooperation and facilitating the implementation of the current and future activities of UNOPS under the GRM, I have the honor to suggest the following arrangement between the State of Israel and UNOPS:

1. The MFA and COGAT, on behalf of the State of Israel, shall facilitate the performance of the activities and functions of UNOPS under the Reconstruction Mechanism, including implementation of the Materials Monitoring Unit under the said Mechanism.
2. UNOPS may carry out other projects in the West Bank or the Gaza Strip in the areas of project management, infrastructure and procurement, in coordination with COGAT, and shall provide a periodical report of its ongoing and future projects every six (6) months to COGAT and the MFA.
3. The 1946 Convention on the Privileges and Immunities of the United Nations (henceforth: the General Convention) shall be applicable to UNOPS, as a subsidiary organ of the United Nations.



4. UNOPS' offices shall cooperate with the competent authorities in the State of Israel, in a manner consistent with the General Convention, to facilitate the proper administration of justice and to uphold respect for local laws and regulations therein.
5. The Executive Director of UNOPS will appoint a Director for the UNOPS offices and define the Director's authority and responsibilities.
6. The UNOPS offices will be staffed by the officials assigned to the offices, experts on mission, and persons performing services for UNOPS (hereinafter referred to collectively as "UNOPS personnel").
7. UNOPS personnel who are not residents of Israel, the West Bank or the Gaza Strip shall be granted multiple-entry visas free of charge prior to their entry into Israel, subject to Israel's internal procedures. The visas shall be valid for a period of one year, and shall be extended upon request by UNOPS, subject to the extension of the official's post.
8. Once the abovementioned visas have been issued, all entries and exits by UNOPS personnel concerned to and from the State of Israel shall take place via Israel's international airport or other international crossing points.
9. UNOPS personnel residing in Israel, the West Bank or the Gaza Strip will be granted the permits needed for free movement in order to perform their tasks. The granting of such permits shall be done in accordance with the current standard practice related to the granting of permits to UN personnel of similar status.
10. The details of all officials, experts on mission, and persons performing services for UNOPS shall be notified to the MFA.
11. UNOPS officials and experts on mission that are posted in Israel for at least six (6) months shall be provided a yellow MFA card. The names, passport numbers, functions/titles and service terms of the officials and experts on mission shall be communicated to the MFA Protocol Division and to COGAT as soon as these details are known to UNOPS, and prior to their entry into Israel. UNOPS will be responsible for immediately returning the MFA cards upon termination of an official's post.



12. UNOPS and its personnel shall be granted permits to enter the Gaza Strip from Israel and vice versa in order to perform their tasks, upon submission of a request to the Gaza Coordination and Liaison Administration (hereinafter: Gaza CLA) in accordance with the applicable legal and procedural framework concerning all UN agencies operating in the field and the general policy applicable to UN personnel of similar status regarding entry and exit from the Gaza Strip through Israel.
13. UN anti-terrorism vetting procedures shall be applied in respect of locally recruited personnel.
14. The State of Israel shall facilitate the registration and licensing of vehicles for use by UNOPS personnel upon request.
15. UNOPS' activity in the Gaza Strip shall be coordinated with COGAT and the Gaza CLA, including all transfers of goods, equipment, or organization personnel from Israel to the Gaza Strip. Matters concerning the passage of goods, equipment and persons into Gaza shall be conducted in a manner consistent with the General Convention as well as in accordance with the relevant procedures under applicable law.
16. UNOPS' activity in the West Bank shall be conducted in a manner consistent with the General Convention as well as in accordance with the relevant procedures under applicable law and in coordination with COGAT and the Civil Administration. Moreover, UNOPS shall be informed of the procedures and security considerations established by the Israeli authorities in the West Bank. UNOPS shall give due consideration to the latter.

I look forward to receiving a letter from each of you in which you confirm your respective office's consent to the content of this letter. I suggest that this arrangement shall be effective from the date of my receipt of the second such letter for a period of twelve (12) months. The present arrangement may be amended by written consent of both sides. With the prior written consent of both sides, the term of this arrangement may be renewed for subsequent periods of twelve (12) months.

Please accept, Excellency, the assurances of my highest consideration.

A handwritten signature in black ink, appearing to read "Grete Faremo", with a stylized flourish at the end.

Grete Faremo
United Nations Under-Secretary-General and Executive Director of UNOPS

Cc.: Major General Yoav (Poli) Mordechai, Head of COGAT, Ministry of Defense



Ministry of Defense
Coordination of Government Activities in the Territories

2 August 2016

Mr. Grete Faremo
United Nations Under-Secretary-General and Executive Director of UNOPS
UNOPS HQ
PO Box 2695n,
2100 Copenhagen
Denmark

**Re: The facilitation of the activities of the United Nations Office for Project
Services under the Gaza Reconstruction Mechanism**

Dear Under-secretary Faremo,

Pursuant to your letter dated 14 July, 2016, concerning the facilitation of the activities of the United Nations Office for Project Services under the Gaza Reconstruction Mechanism, the undersigned hereby confirms his consent to the content of the letter, with respect to matters within the scope of COGAT's responsibilities and authority.

Sincerely,

A handwritten signature in black ink, appearing to be 'Yoav Mordechai', written over the printed name.

Major General Yoav Mordechai, Head of COGAT

Cc: Deputy Director General, Division for the United Nations and International Organizations, Ministry of Foreign Affairs

MINISTRY OF FOREIGN AFFAIRS
JERUSALEM



משרד החוץ
ירושלים

31 July 2016

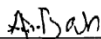
Mr. Grete Faremo
United Nations Under-Secretary-General and Executive Director of UNOPS
UNOPS HQ
PO Box 2695n,
2100 Copenhagen
Denmark

Dear Under-secretary Faremo,

Pursuant to your letter dated 14 July, 2016, concerning the facilitation of the activities of the United Nations Office for Project Services under the Gaza Reconstruction Mechanism, the Ministry of Foreign Affairs hereby confirms its consent to the content of the letter, with respect to matters within the scope of the Ministry's responsibilities and authority.

Sincerely,

Alon Bar



Deputy Director General, Division for the United Nations and International Organizations,
Ministry of Foreign Affairs

Cc: Major General Yoav Mordechai, Head of COGAT, Ministry of Foreign Affairs

No. 57186. United Nations (United Nations Office for Project Services) and Israel

EXCHANGE OF LETTERS CONSTITUTING AN ARRANGEMENT BETWEEN THE STATE OF ISRAEL AND THE UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS) CONCERNING THE FACILITATION OF THE CURRENT AND FUTURE ACTIVITIES OF THE UNITED NATIONS OFFICE FOR PROJECT SERVICES UNDER THE GAZA RECONSTRUCTION MECHANISM. COPENHAGEN, 14 JULY 2016, JERUSALEM, 31 JULY 2016, AND TEL AVIV, 2 AUGUST 2016

N° 57186. Nations Unies (Bureau des Nations Unies pour les services d'appui aux projets) et Israël

ÉCHANGE DE LETTRES CONSTITUANT UN ARRANGEMENT ENTRE L'ÉTAT D'ISRAËL ET LE BUREAU DES NATIONS UNIES POUR LES SERVICES D'APPUI AUX PROJETS (UNOPS) RELATIF À LA FACILITATION DES ACTIVITÉS ACTUELLES ET FUTURES DU BUREAU DES NATIONS UNIES POUR LES SERVICES D'APPUI AUX PROJETS DANS LE CADRE DU MÉCANISME DE RECONSTRUCTION DE GAZA. COPENHAGUE, 14 JUILLET 2016, JÉRUSALEM, 31 JUILLET 2016, ET TEL AVIV, 2 AOÛT 2016

EXCHANGE OF LETTERS CONSTITUTING AN AMENDMENT AND AN EXTENSION OF THE ARRANGEMENT BETWEEN THE STATE OF ISRAEL AND THE UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS) CONCERNING THE FACILITATION OF THE CURRENT AND FUTURE ACTIVITIES OF THE UNITED NATIONS OFFICE FOR PROJECT SERVICES UNDER THE GAZA RECONSTRUCTION MECHANISM. COPENHAGEN, 8 SEPTEMBER 2017 AND 18 SEPTEMBER 2017, JERUSALEM, 10 DECEMBER 2017, AND TEL AVIV, 10 DECEMBER 2017*

Entry into force: 10 December 2017 by the exchange of the said letters, in accordance with their provisions

Authentic text: English

Registration with the Secretariat of the United Nations: ex officio, 1 May 2022

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

ÉCHANGE DE LETTRES CONSTITUANT UN AMENDEMENT ET UNE PROROGATION DE L'ARRANGEMENT ENTRE L'ÉTAT D'ISRAËL ET LE BUREAU DES NATIONS UNIES POUR LES SERVICES D'APPUI AUX PROJETS (UNOPS) RELATIF À LA FACILITATION DES ACTIVITÉS ACTUELLES ET FUTURES DU BUREAU DES NATIONS UNIES POUR LES SERVICES D'APPUI AUX PROJETS DANS LE CADRE DU MÉCANISME DE RECONSTRUCTION DE GAZA. COPENHAGUE, 8 SEPTEMBRE 2017 ET 18 SEPTEMBRE 2017, JÉRUSALEM, 10 DÉCEMBRE 2017, ET TEL AVIV, 10 DÉCEMBRE 2017*

Entrée en vigueur : 10 décembre 2017 par l'échange desdites lettres, conformément à leurs dispositions

Texte authentique : anglais

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : d'office, 1^{er} mai 2022

**Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*



Copenhagen, 08 September 2017

Major General Yoav (Poli) Mordechai
Head of COGAT
Ministry of Defense
Kaplan St.
Hakirya
Tel-Aviv 61909
Israel

Dear Major Mordechai,

I have the honour to refer you to the Exchange of Letters issued by UNOPS on 14 July 2016 and your response dated 02 August 2016 in connection with the facilitation of the current and future activities of the United Nations Office for Project Services (UNOPS). Pursuant to the terms of that arrangement, I respectfully request that the terms of the existing arrangement be hereby extended upon the same terms with the exception of the following amendment.

I propose that section 11 be deleted and replaced with the following wording:

“11. UNOPS officials shall be provided a yellow MFA card. The names, passport numbers, functions/titles and service terms of the officials shall be communicated to the MFA Protocol Division and to COGAT as soon as these details are known to UNOPS, and prior to their entry into Israel. UNOPS will be responsible for immediately returning the MFA cards upon termination of an official's post.”

I look forward to receiving a letter from you in which you confirm your office's consent to the content of this letter. I suggest that this arrangement be effective for a period of thirty-six months commencing on the latter of the date of my receipt from you and from MFA of your response confirming your respective offices consent of this letter. I also propose that, with the prior consent of both sides, after such thirty-six month period, the term of this arrangement be renewed for subsequent periods of time that is mutually agreed between you, MFA and UNOPS.

Please accept the assurances of my highest consideration.

A handwritten signature in dark ink, reading "Grete Faremo". The signature is fluid and cursive, with the first name "Grete" and last name "Faremo" clearly distinguishable.

Grete Faremo

United Nations Under-Secretary-General and Executive Director of UNOPS

Cc.: His Excellency Mr. Alon Bar, Deputy Director General, Division for the United Nations and International Organization, Ministry of Foreign Affairs.



Copenhagen, 18 September 2017

His Excellency Mr. Alon Bar
Deputy Director General
Division for the United Nations and International Organization
Ministry of Foreign Affairs
9 Yitzhak Rabin Blvd.
Kiryat Ben-Gurion
Jerusalem 91035
Israel

Excellency,

I have the honour to refer you to the Exchange of Letters issued by UNOPS on 14 July 2016 and your response dated 31 July 2016 in connection with the facilitation of the current and future activities of the United Nations Office for Project Services (UNOPS). Pursuant to the terms of that arrangement, I respectfully request that the terms of the existing arrangement be hereby extended upon the same terms with the exception of the following amendment.

I propose that section 11 be deleted and replaced with the following wording:

"11. UNOPS officials shall be provided a yellow MFA card. The names, passport numbers, functions/titles and service terms of the officials shall be communicated to the MFA Protocol Division and to COGAT as soon as these details are known to UNOPS, and prior to their entry into Israel. UNOPS will be responsible for immediately returning the MFA cards upon termination of an official's post."

I look forward to receiving a letter from you in which you confirm your office's consent to the content of this letter. I suggest that this arrangement be effective for a period of thirty-six months commencing on the latter of the date of my receipt from you and from COGAT of your response confirming your respective offices consent of this letter. I also propose that, with the prior consent of both sides, after such thirty-six month period, the term of this arrangement be renewed for subsequent periods of time that is mutually agreed between you and UNOPS.

Please accept, Excellency, the assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read "Grete Faremo".

Grete Faremo
United Nations Under-Secretary-General and Executive Director of UNOPS

Cc.: Major General Yoav (Poli) Mordechai, Head of COGAT, Ministry of Defense

MINISTRY OF FOREIGN AFFAIRS
JERUSALEM



משרד החוץ
ירושלים


10 December 2017

Mr. Greto Faremo
United Nations Under-Secretary-General and Executive Director of UNPOS
UNPOS HQ
PO Box 2695n,
2100 Copenhagen
Denmark

Dear Under-Secretary Faremo,

Pursuant to your letter dated September 18, 2017, regarding the extension of the July 2016 arrangement for facilitation of the activities of the United Nations Office for Project Services under the Gaza Reconstruction Mechanism, the Ministry of Foreign Affairs hereby confirms its consent to the content of the letter, with respect to matters within the scope of the Ministry's responsibilities and authority.

Sincerely,

Alon Bar 

Deputy Director General, Division of United Nations and International Organizations,
Ministry of Foreign Affairs

Cc: Major General Yoav Mordechai, Head of COGAT, Ministry of Foreign Affairs



STATE OF ISRAEL

MINISTRY OF DEFENCE

COORDINATION OF GOVERNMENT ACTIVITIES IN THE TERRITORIES

10 December 2017

**Mr. Grete Faremo
United Nations Under-Secretary-General and Executive Director of UNOPS
UNOPS HQ
PO Box 2695n,
2100 Copenhagen
Denmark**

**Re: The facilitation of the activities of the United Nations office for Projects
Services under the Gaza Reconstruction Mechanism**

Dear Under-secretary Faremo,

Pursuant to your letter dated September 18, 2017, regarding the extension of the July 2016 arrangement for facilitation of the activities of the United Nations Office for Project Services under the Gaza Reconstruction Mechanism, the undersigned hereby confirms his consent to the content of the letter, with respect to matters within the scope of COGAT's responsibilities and authority.

Sincerely,


Major General Yoan (Poli) Mordechai
Coordinator of Government Activities in the Territories

Cc: Deputy Director General, Division for the United Nations and International Organizations,
Ministry of Foreign Affairs

No. 57186. United Nations (United Nations Office for Project Services) and Israel

EXCHANGE OF LETTERS CONSTITUTING AN ARRANGEMENT BETWEEN THE STATE OF ISRAEL AND THE UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS) CONCERNING THE FACILITATION OF THE CURRENT AND FUTURE ACTIVITIES OF THE UNITED NATIONS OFFICE FOR PROJECT SERVICES UNDER THE GAZA RECONSTRUCTION MECHANISM. COPENHAGEN, 14 JULY 2016, JERUSALEM, 31 JULY 2016, AND TEL AVIV, 2 AUGUST 2016

N° 57186. Nations Unies (Bureau des Nations Unies pour les services d'appui aux projets) et Israël

ÉCHANGE DE LETTRES CONSTITUANT UN ARRANGEMENT ENTRE L'ÉTAT D'ISRAËL ET LE BUREAU DES NATIONS UNIES POUR LES SERVICES D'APPUI AUX PROJETS (UNOPS) RELATIF À LA FACILITATION DES ACTIVITÉS ACTUELLES ET FUTURES DU BUREAU DES NATIONS UNIES POUR LES SERVICES D'APPUI AUX PROJETS DANS LE CADRE DU MÉCANISME DE RECONSTRUCTION DE GAZA. COPENHAGUE, 14 JUILLET 2016, JÉRUSALEM, 31 JUILLET 2016, ET TEL AVIV, 2 AOÛT 2016

EXCHANGE OF LETTERS CONSTITUTING AN EXTENSION OF THE ARRANGEMENT BETWEEN THE STATE OF ISRAEL AND THE UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS) CONCERNING THE FACILITATION OF THE CURRENT AND FUTURE ACTIVITIES OF THE UNITED NATIONS OFFICE FOR PROJECT SERVICES UNDER THE GAZA RECONSTRUCTION MECHANISM. COPENHAGEN, 11 AUGUST 2020 AND 8 DECEMBER 2020, TEL AVIV, 4 NOVEMBER 2020, AND JERUSALEM, 12 NOVEMBER 2020*

Entry into force: 8 December 2020 by the exchange of the said letters, in accordance with their provisions

Authentic text: English

Registration with the Secretariat of the United Nations: ex officio, 1 May 2022

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Entrée en vigueur : 8 décembre 2020 par l'échange desdites lettres, conformément à leurs dispositions

Texte authentique : anglais

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : d'office, 1^{er} mai 2022

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[ENGLISH TEXT – TEXTE ANGLAIS]



Copenhagen, 11 August 2020

His Excellency Mr. Gavriel Ashkenazi
Minister for Foreign Affairs of the State of Israel

Excellency,

I have the honour to refer to the Exchange of Letters issued by the United Nations Office for Project Services (UNOPS) on 14 June 2016, the response of the former Minister for Foreign Affairs of the State of Israel dated 31 July 2016 and the response of the former Head of Coordination of Government Activities in the Territories (COGAT) dated 2 August 2016. This Exchange of Letters constitutes the arrangement between UNOPS and the Government of the State of Israel regulating matters relating to, and arising out of, the establishment and proper functioning of the UNOPS Office in the State of Israel.

That arrangement was extended until 10 December 2020 by a subsequent Exchange of Letters between UNOPS and the Ministry for Foreign Affairs of the State of Israel dated 18 September and 10 December 2017.

Following discussions held between UNOPS, the Ministry for Foreign Affairs of the State of Israel and the Head of COGAT, and in order to facilitate the current and future activities of UNOPS, I respectfully propose that the arrangement between UNOPS and the Government of the State of Israel be hereby extended upon the same terms until 10 December 2025.

If the foregoing proposal is acceptable to the Government of the State of Israel, I have the honour to propose that this Letter and your Excellency's reply in the affirmative shall constitute an amendment to the arrangement between the UNOPS



and the Government of the State of Israel which shall enter into force on the date of your reply.

Please accept, Excellency, the assurances of my highest consideration.

A handwritten signature in black ink, reading "Grete Faremo".

Ms. Grete Faremo
United Nations Under-Secretary-General and
Executive Director of UNOPS

Cc:

Major General Mr. Kamil Abu Rukun
Head of COGAT
Ministry of Defense of the State of Israel

His Excellency Mr. Danny Ben Yosef Danon
Permanent Representative of Israel
to the United Nations

His Excellency Mr. Benny Dagan
Ambassador of the State of Israel
to the Kingdom of Denmark

Mr. Jamie McGoldrick
Deputy Special Coordinator for the Middle East Peace Process
and United Nations Resident and Humanitarian Coordinator
for the Occupied Palestinian Territory



STATE OF ISRAEL
MINISTRY OF DEFENSE
COORDINATION OF GOVERNMENT ACTIVITIES IN THE TERRITORIES

4th of November 2020

Ms. Grete Faremo

**United Nations Under-Secretary-General and
Executive Director of UNOPS**

Dear Madam,

Pursuant to your letter dated August 11, 2020, regarding the extension of the July 2016 arrangement for facilitation of the activities of the United Nations Office for Project Services under the Gaza Reconstruction Mechanism, the unit for Coordination of Government Activities in the Territories (COGAT) hereby confirms its consent to the content of the letter, with respect to matters within the scope of the Ministry's responsibilities and authority, and to extend the arrangement between UNOPS and the Government of the State of Israel under the same terms and conditions until 10 December 2023.

Cordially yours,


MG Kamel Abu Rukun

Coordinator of Government Activities in the Territories

MINISTRY OF FOREIGN AFFAIRS
JERUSALEM



משרד החוץ
ירושלים

November 12th 2020

Ms. Grete Faremo
United Nations Under-Secretary-General
Executive Director of UNOPS

Dear Madam,

Pursuant to your letter dated August 11, 2020, regarding the extension of the July 2016 arrangement for facilitation of the activities of the United Nations Office for Project Services under the Gaza Reconstruction Mechanism, the Ministry of Foreign Affairs hereby confirms its consent to the content of the letter, with respect to matters within the scope of the Ministry's responsibilities and authority, and to extend the arrangement between UNOPS and the Government of the State of Israel under the same terms and conditions until 10 December 2023.

Sincerely,

Avivit Bar-Ilan

Head of Bureau, Division for Multilateral Organizations, Ministry of Foreign Affairs



Copenhagen, 8th December 2020

His Excellency Mr. Gavriel Ashkenazi
Minister for Foreign Affairs of the State of Israel

Excellency,

I refer to my letter dated 11 August 2020 concerning the extension of the arrangement between the United Nations Office for Project Services (UNOPS) and the Government of the State of Israel regulating matters relating to the establishment and proper functioning of the UNOPS Office in the State of Israel. I further refer to the response of the Coordinator of Government Activities in the Territories dated 4 November 2020 and the response of the Head of Bureau of the Division for Multilateral Organizations at the Ministry for Foreign Affairs of the State of Israel dated 12 November 2020.

I have the honor to confirm UNOPS' consent to extend the existing arrangement between UNOPS and the Government of the State of Israel upon the same terms until 10 December 2023. This letter, along with the letters referred to above, shall constitute an amendment to the arrangement between UNOPS and the Government of the State of Israel which shall enter into force on the date of this letter.

Please accept, Excellency, the assurances of my highest consideration.

A handwritten signature in black ink, which appears to read "Grete Faremo". The signature is written in a cursive, flowing style.

Ms. Grete Faremo
United Nations Under-Secretary-General and
Executive Director of UNOPS



Cc:

Mr. Avivit Bar-Ilan
Head of Bureau
Division for Multilateral Organizations
Ministry for Foreign Affairs of the State of Israel

Major General Mr. Kamil Abu Rukun
Coordinator of Government Activities in the Territories
Ministry of Defense of the State of Israel

His Excellency Mr. Danny Ben Yosef Danon
Permanent Representative of Israel
to the United Nations

His Excellency Mr. Benny Dagan
Ambassador of the State of Israel
to the Kingdom of Denmark

Mr. Jamie McGoldrick
Deputy Special Coordinator for the Middle East Peace Process
and United Nations Resident and Humanitarian Coordinator
for the Occupied Palestinian Territory

Copenhagen, 18 October 2023

His Excellency Mr. Eli Cohen

Minister for Foreign Affairs of the State of Israel

Excellency,

I have the honour to refer to the Exchange of Letters issued by Grete Faremo, United Nations Under-Secretary-General and Executive Director of the United Nations Office for Project Services (UNOPS) on 14 July 2016, the reply from Alon Bar, the Deputy Director General, Division for the United Nations and International Organizations, Ministry of Foreign Affairs of the State of Israel (the Ministry) dated 31 July 2016 and the reply from Major General Yoav Mordechai, Head of Coordination of Government Activities in the Territories (COGAT) dated 2 August 2016. This Exchange of Letters constitutes the arrangement between UNOPS and the Government of the State of Israel regulating matters relating to, and arising out of, the establishment and proper functioning of the UNOPS Office in the State of Israel (the arrangement).

I also have the honour to refer to the subsequent Exchange of Letters between UNOPS and the Ministry dated 18 September 2017 and 10 December 2017, as well as the Exchange of Letters issued by UNOPS dated 11 August 2020 and 8 December 2020, the reply from the COGAT dated 4 November 2020 and the reply from the Ministry dated 12 November 2020 on the extension of the arrangement between UNOPS and the Government of the State of Israel under the same terms and conditions until 10 December 2023.

Following discussions held between UNOPS and the Ministry of Foreign Affairs of the State of Israel, and in order to facilitate the current and future activities of UNOPS, I respectfully propose that the arrangement between UNOPS and the Government of the State of Israel be hereby extended upon the same terms until 10 December 2026.

If the foregoing proposal is acceptable to the Government of the State of Israel, I have the honour to propose that this Letter and your Excellency's reply in the affirmative shall constitute an amendment to the arrangement between the UNOPS and the Government of the State of Israel which shall enter into force on the date of your reply.

Please accept, Excellency, the assurances of my highest consideration.



Mr. Jorge Moreira da Silva
United Nations Under-Secretary-General and Executive Director of UNOPS



Cc:

Major General Ghasan Alyan
Head of COGAT
Ministry of Defense of the State of Israel

His Excellency Mr. Gilad Menashe Erdan
Permanent Representative of Israel
to the United Nations

His Excellency Mr. Benjamin Dagan
Ambassador of the State of Israel
to the Kingdom of Denmark

Ms. Lynn Hastings
Deputy Special Coordinator for the Middle East Peace Process and
United Nations Resident and Humanitarian Coordinator
for the Occupied Palestinian Territory

Ms. Bana Kaloti
Regional Director for Middle East
United Nations Office for Project Services

Ms. Hafida Lahiouel
New York Board and External Relations
United Nations Office for Project Services



Jerusalem, 20 December 2023

Mr. Jorge Moreira da Silva
UN Under Secretary General and Executive Director
United Nations Office for Project Services (UNOPS)
Copenhagen

Excellency,

Since 7 October 2023 Israel is undertaking a large-scale military operation against the Hamas terrorist organization that perpetrated horrific atrocities against innocent babies, children, women, elderly, people with disabilities and men, slaughtering, abusing, raping and abducting them from their homes, all the while indiscriminately launching rockets on civilian population in Israel.

In such complicated circumstances, the implementation of the 2016 arrangement, as far as it relates to the activities and functions of UNOPS under the Gaza Reconstruction Mechanism, is currently not clear. The continuation of UNOPS's work in Gaza will have to be reviewed in the future, in accordance with the security situation and other considerations.

In the meanwhile, in light of the good cooperation between UNOPS and the State of Israel and in view of the projects UNOPS has been implementing in the West Bank, we would like to suggest that UNOPS continue carrying out these projects, under the previous conditions including coordination with COGAT, in the area of project management, infrastructure and procurement, with the periodic report of all projects every six months to COGAT and to MFA.

The rest of the arrangements agreed between the State of Israel and UNOPS in the 2016 exchange of letters will continue to be applicable.

I look forward to receiving a letter from you which confirms your respective office's consent to the content of this letter. I suggest that this arrangement shall be effective from the date of my receipt of such a letter for a period of twelve months. The present arrangement may be amended by written consent of both sides.

Yours sincerely,

Amir Weissbrod
Deputy Director General for UN and International Organizations.

CC: Major General Ghasan Alyan, Head of COGAT

Copenhagen, 23 May 2024

Amir Weissbrod
Deputy Director General for UN and International Organizations
Ministry for Foreign Affairs of the State of Israel

Dear Sir,

I refer to the 2016 arrangement between UNOPS and the Government of Israel and your letter dated 20 December 2023.

In your letter, you set out the complicated circumstances occasioning the need to review in the future, in accordance with the security situation and other considerations, the continuation of UNOPS work in Gaza relating to the Gaza Reconstruction Mechanism (GRM). Although the GRM is inactive subject to future review, we understand that UNOPS other activities in Gaza unrelated to the GRM, such as the Access Support Project and mine action and explosive ordnance work by UNOPS in support of UNMAS, as well as operationalization of the Mechanism under Security Council resolution 2720 (2023), may continue in close coordination with, and six-monthly reporting to, COGAT and MFA.

In addition, your letter proposes that (a) UNOPS continue implementing the projects it has been implementing in the West Bank, under the previous conditions including coordination with COGAT, in the areas of project management, infrastructure and procurement, with periodic reporting on all projects every six months to COGAT and MFA, (b) the rest of the arrangements agreed between the State of Israel and UNOPS in the 2016 exchange of letters will continue to be applicable, (c) that the proposed arrangements shall be effective from the date of your receipt of my letter confirming consent to the proposals conveyed in your letter, and (d) that the proposed arrangements may be amended by written consent of both sides.



On behalf of UNOPS, I hereby confirm my consent to the content of your letter, with effect from the date of your receipt of this letter and for a period of twelve months, and with the understanding described above in relation to the continuation of UNOPS activities in Gaza that are unrelated to the GRM.

Yours Sincerely,

A handwritten signature in black ink, consisting of a stylized 'J' followed by 'M', 'L', 'L', and a horizontal line.

Mr. Jorge Moreira da Silva
United Nations Under-Secretary-General
and Executive Director of UNOPS

CC: Major General Ghassan Alian
Head of COGAT
Ministry of Defense of the State of Israel

His Excellency Mr. Gilad Menashe Erdan
Permanent Representative of Israel
to the United Nations

His Excellency Mr. David Akov
Ambassador of the State of Israel
to the Kingdom of Denmark

Mr. Muhannad Hadi
Deputy Special Coordinator for the Middle East Peace Process
and United Nations Resident and Humanitarian Coordinator
for the Occupied Palestinian Territory

No. 8955

**UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST
and
ISRAEL**

**Exchange of letters constituting a provisional agreement
concerning assistance to Palestine Refugees. Jerusalem,
14 June 1967**

Official text: English.

Registered ex officio on 31 January 1968.

**OFFICE DE SECOURS ET DE TRAVAUX
DES NATIONS UNIES POUR LES RÉFUGIÉS
DE PALESTINE DANS LE PROCHE-ORIENT
et
ISRAËL**

**Échange de lettres constituant un accord provisoire con-
cernant une assistance aux réfugiés de Palestine. Jér-
usalem, 14 juin 1967**

Texte officiel anglais.

Enregistré d'office le 31 janvier 1968.

No. 8955. EXCHANGE OF LETTERS CONSTITUTING A PROVISIONAL AGREEMENT¹ BETWEEN THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST AND ISRAEL CONCERNING ASSISTANCE TO PALESTINE REFUGEES. JERUSALEM, 14 JUNE 1967

I

MINISTRY FOR FOREIGN AFFAIRS
JERUSALEM, ISRAEL

14 June 1967

Dear Commissioner-General,

I wish to refer to the conversations I have had with you and your colleagues within the last two days, and to confirm our agreement that, at the request of the Israel Government, UNRWA would continue its assistance to the Palestine refugees, with the full co-operation of the Israel authorities, in the West Bank and Gaza Strip areas.

For its part, the Israel Government will facilitate the task of UNRWA to the best of its ability, subject only to regulations or arrangements which may be necessitated by considerations of military security. On this understanding, we are prepared to agree in principle:

(a) To ensure the protection and security of the personnel, installations and property of UNRWA;

(b) To permit the free movement of UNRWA vehicles into, within and out of Israel and the areas in question;

(c) To permit the international staff of the Agency to move in, out and within Israel and the areas in question; they will be provided with identity documents and any other passes which might be required;

(d) To permit the local staff of the Agency to move within the areas in question under arrangements made or to be made with the military authorities;

(e) To provide radio, telecommunications and landing facilities;

¹ Came into force on 14 June 1967 by the exchange of the said letters.

(f) Pending a further supplementary agreement, to maintain the previously existing financial arrangements with the governmental authorities then responsible for the areas in question, concerning:

- (i) Exemptions from customs duties, taxes and charges on importation of supplies, goods and equipment;
- (ii) provision free of charge of warehousing, labour for offloading and handling, and transport by rail or road in the areas under our control;
- (iii) such other costs to the Agency as were previously met by the governmental authorities concerned.

(g) To recognize that the Convention on the Privileges and Immunities of the United Nations of 13 February 1946,¹ to which Israel is a party, shall govern the relations between the Government and UNRWA in all that concerns UNRWA's functions.

The present letter and your acceptance in writing will be considered by the Government of Israel and by UNRWA as a provisional agreement which will remain in force until replaced or cancelled.

I have the honour to be,

Michael COMAY
Political Adviser to the Foreign Minister
and Ambassador-at-Large

Dr. Lawrence Michelmore
Commissioner-General
United Nations Relief and Works Agency

II

UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST

14 June 1967

Your Excellency,

I refer to your letter of to-day's date, and wish to confirm that UNRWA is willing to continue its assistance to the Palestine refugees in the West Bank and Gaza Strip areas on the basis proposed in your letter. This will be subject to such further supplementary agreements as may be required, and to detailed arrangements which UNRWA representatives will make with the authorities in the two areas concerned.

¹ United Nations, *Treaty Series*, Vol. 1, p. 15, and Vol. 90, p. 327 (corrigendum to Vol. 1, p. 18).

Naturally, this co-operation implies no commitment or position by UNRWA with regard to the status of any of the areas in question or of any instrument relating to them, but is concerned solely with the continuation of its humanitarian task.

As I explained in our conversation, the facilities enumerated in paras. (a) to (g) of your letter are essential if the Agency is to operate effectively. For this reason I expect that such restrictions as may for the time being be placed on the full use of those facilities will be removed as soon as considerations of military security permit this.

I agree that your letter and this reply constitute a provisional agreement between UNRWA and the Government of Israel, to remain in force until replaced or cancelled. UNRWA's agreement is subject to any relevant instructions or resolutions emanating from the United Nations.

I have the honour to be, Yours faithfully,

Lawrence MICHELMORE
Commissioner-General

His Excellency Michael Comay
Political Adviser to the Foreign Minister of Israel
and Ambassador-at-Large

No. 23451

**UNITED NATIONS
(UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST)
and
ISRAEL**

**Exchange of letters constituting an agreement on the
clearing of the Nuweimeh camp in the Jericho area.
Vienna, 10 and 12 July 1985**

Authentic text: English.

Registered ex officio on 12 July 1985.

**ORGANISATION DES NATIONS UNIES
(OFFICE DE SECOURS ET DE TRAVAUX
DES NATIONS UNIES POUR LES RÉFUGIÉS
DE PALESTINE DANS LE PROCHE-ORIENT)
et
ISRAËL**

**Échange de lettres constituant un accord relatif au dé-
blaiement du camp de Nuweimeh dans la région de
Jéricho. Vienne, 10 et 12 juillet 1985**

Texte authentique : anglais.

Enregistré d'office le 12 juillet 1985.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED NATIONS (UNITED NATIONS RE-
LIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN
THE NEAR EAST) AND ISRAEL ON THE CLEARING OF THE
NUWEIMEH CAMP IN THE JERICHO AREA

I

PERMANENT MISSION OF ISRAEL
TO THE UNITED NATIONS
VIENNA

10 July 1985

Dear Mr. Rydbeck,

This is with reference to the Nuweimeh camp in the Jericho area which has been vacant for several years. In view of the extent of the deterioration of the shelters in the camp and the danger this poses to the health of the people in the area we believe it is in the public interest to clear the area in its entirety.

You may rest assured that the clearance of the area will be arranged at no cost to UNRWA and in a manner designed to cause the minimum inconvenience to all concerned. The area, when cleared, will not be used by the Israel authorities who will return it to the sole possession of UNRWA for appropriate use by UNRWA in accordance with agreed procedures.

Yours sincerely,

[Signed]

MICHAEL ELIZUR
Ambassador
Permanent Representative

Mr. O. Rydbeck
Commissioner-General
United Nations Relief and Works Agency
for Palestine Refugees in the Near East
Vienna International Centre
Vienna

¹ Came into force on 12 July 1985 by the exchange of the said letters.

II

OFFICE OF THE COMMISSIONER GENERAL

12 July 1985

4401/4402
Ref.: RE 400 (17)

Dear Ambassador Elizur,

Please refer to your letter dated 10 July 1985 relating to the Nuweimeh camp in the Jericho area in which you inform me that the Israeli authorities believe it to be in the public interest to clear the entire area, since the camp, due to the deterioration of the shelters, poses dangers to the health of the people in the area.

I concede that the camp has deteriorated to a point where it cannot be restored and that it may pose dangers to the health of the neighbouring population. You will however appreciate that the site of the camp has been made available to the Agency by the Jordanian Government for a certain specific purpose and I am glad to note the assurance in your letter that the camp site, when cleared, will remain at the sole disposal of UNRWA for appropriate use in accordance with agreed procedures and will not be used by the Israeli authorities.

Yours sincerely,

[Signed]

OLOF RYDBECK
Commissioner-General

H. E. Mr. Michael Elizur
Ambassador
Permanent Representative of Israel
to the United Nations in Vienna
Vienna

No. 23610

**UNITED NATIONS
(UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST)
and
ISRAEL**

**Exchange of letters constituting an agreement on the
clearing of the Aqabat Jabr and Ein el Sultan camps in
the Jericho area. Vienna, 31 October 1985**

Authentic text: English.

Registered ex officio on 31 October 1985.

**ORGANISATION DES NATIONS UNIES
(OFFICE DE SECOURS ET DE TRAVAUX
DES NATIONS UNIES POUR LES RÉFUGIÉS
DE PALESTINE DANS LE PROCHE-ORIENT)
et
ISRAËL**

**Échange de lettres constituant un accord relatif au dé-
blaiement des camps de Aqabat Jabr et Ein el Sultan
dans la région de Jéricho. Vienne, 31 octobre 1985**

Texte authentique : anglais.

Enregistré d'office le 31 octobre 1985.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED NATIONS (UNITED NATIONS
RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES
IN THE NEAR EAST) AND ISRAEL ON THE CLEARING OF
THE AQABAT JABR AND EIN EL SULTAN CAMPS IN THE
JERICHO AREA

I

PERMANENT MISSION OF ISRAEL
TO THE UNITED NATIONS
VIENNA

המשלחת הקבועה
של ישראל לאומות המאוחדות
וינה

31 October 1985

Dear Commissioner-General,

Over the past years, vacant parts of the Ein el Sultan and Aqabat Jabr refugee camps in the Jericho area have suffered large scale deterioration. In view of the danger this poses to the health of the people in the area, we believe it to be in the public interest to clear those vacant parts of the camps which have seriously deteriorated.

I can assure you that the Israeli authorities will not damage any structures in the camps used by local residents, as well as adjacent kitchen gardens cultivated by them. The same applies to UNRWA installations and related structures. Before any demolition or clearance commences, the areas to be left intact will be agreed upon locally with UNRWA on appropriate aerial photographs or by other agreed technical means. Damage caused to roads, waterpipes or other parts of the infrastructure of the camps in connection with the clearance work will be promptly set right by the Israeli authorities at their expense.

The clearance work will be arranged at no cost to UNRWA and in a manner designed to cause the minimum inconvenience to all concerned. The areas, when cleared, will not be used by the Israeli authorities, who will return them to the sole possession of UNRWA for appropriate use by UNRWA in accordance with agreed procedures.

Sincerely yours,

[Signed]

MICHAEL ELIZUR
Ambassador
Permanent Representative

Mr. Olof Rydbeck
Commissioner-General
UNRWA
Vienna International Centre

¹ Came into force on 31 October 1985 by the exchange of the said letters.

II

OFFICE OF THE COMMISSIONER-GENERAL

31 October 1985

RE400(17)

Dear Ambassador Elizur,

Please refer to your letter of 31 October 1985 relating to the Ein el Sultan and Aqabat Jabr refugee camps in the Jericho area, in which you inform me that the Israeli authorities believe it to be in the public interest to clear those parts of the camps which have seriously deteriorated, in view of the danger this poses to the health of the people in the area.

I concede that parts of the camps have deteriorated to a point where they cannot be restored, and that they may pose dangers to the health of the neighbouring population.

You will, however, appreciate that the sites of the camps were made available to the Agency by the Jordanian Government for certain specific purposes, and I am glad to note the assurances in your letter including the assurance that the areas cleared will not be used by the Israeli authorities who will return them to the sole possession of UNRWA for appropriate use by UNRWA in accordance with agreed procedures.

Yours sincerely,

[Signed]

OLOF RYDBECK
Commissioner-General

H. E. Mr. Michael Elizur
Ambassador
Permanent Representative of Israel
to the United Nations in Vienna
Vienna

ANNEX I*

Exchange of letters dated 24 June 1994 between the Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) and the Chairman of the Palestine Liberation Organization for the purpose of facilitating UNRWA to continue to provide its assistance to the Palestinian population in the Gaza Strip and the Jericho Area and in the remainder of the West Bank

24 June 1994

Sir,

I have the honour to refer to the Declaration of Principles on the Interim Self-Government Arrangements signed in Washington on 13 September 1993, and the Agreement on the Gaza Strip and the Jericho Area, signed in Cairo on 4 May 1994, between the Government of the State of Israel and the Palestine Liberation Organization. To the extent the Palestinian Authority assumes powers and responsibilities in the Gaza Strip and the Jericho Area and in the remainder of the West Bank, I wish to confirm our agreement that, at the request of the Palestine Liberation Organization, the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) would continue its assistance to the Palestinian people in these areas.

Accordingly, in order to facilitate the rendering of UNRWA's historic services to the Palestinian people in the West Bank and Gaza Strip and developing fresh initiatives towards their social and economic well being, the Palestine Liberation Organization, as the representative of the Palestinian people, agrees to apply in all relations with UNRWA Articles 100, 104 and 105 of the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, which the Palestine Liberation Organization, not being party to, nonetheless adopts by reference.

Without prejudice to the generality of the foregoing, the Palestine Liberation Organization in particular agrees:

- (a) To ensure the protection and security of the personnel, installations and property of UNRWA;
- (b) To permit unrestricted freedom of entry and exit without delay or hindrance, of supplies, goods and equipment into and out of the area under the control of the Palestinian Authority including movement within the area;

His Excellency Mr. Yasser Arafat
Chairman
Palestine Liberation Organization

* The present annex is being published as received, without formal editing.

(c) To permit unrestricted freedom of movement into, out of, and within the area under the control of the Palestinian Authority;

(d) To recognize UNRWA's right to fly the United Nations flag on premises, vehicles and on other means of transport;

(e) To provide unrestricted communication by radio, satellite, or other means, and to facilitate connections with the United Nations communication network;

(f) To provide, free of charge, landing and port facilities as may become available for the use of the Palestinian Authority, or which may be established within the area under the control of the Palestinian Authority;

(g) To recognize UNRWA's exemption from customs duties, taxes and charges on importation of supplies, goods and equipment; and

(h) To provide, free of charge, all necessary labour for offloading and handling, warehousing and transport by rail or road, of supplies, goods and equipment destined for use in the area under the control of the Palestinian Authority.

If the foregoing represents the understanding of the Palestine Liberation Organization, I wish to propose that this letter and your reply in that sense be regarded as constituting an agreement in the matter.

Accept, Sir, the assurances of my highest consideration.

(Signed) Ilder TÜRKMEN
Commissioner-General

24 June 1994

Sir,

I have the honour to refer to your letter of 24 June 1994 in which you have set down our understandings with respect to continuing UNRWA's assistance to the Palestinian population in the West Bank and the Gaza Strip, which letter reads as follows:

"I have the honour to refer to the Declaration of Principles on the Interim Self-Government Arrangements signed in Washington on 13 September 1993, and the Agreement on the Gaza Strip and the Jericho Area, signed in Cairo on 4 May 1994, between the Government of the State of Israel and the Palestine Liberation Organization. To the extent the Palestinian Authority assumes powers and responsibilities in the Gaza Strip and the Jericho Area and in the remainder of the West Bank, I wish to confirm our agreement that, at the request of the Palestine Liberation Organization, the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) would continue its assistance to the Palestinian people in these areas.

"Accordingly, in order to facilitate the rendering of UNRWA's historic services to the Palestinian people in the West Bank and Gaza Strip and developing fresh initiatives towards their social and economic well being, the Palestine Liberation Organization, as the representative of the Palestinian people, agrees to apply in all relations with UNRWA Articles 100, 104 and 105 of the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, which the Palestine Liberation Organization, not being party to, nonetheless adopts by reference.

"Without prejudice to the generality of the foregoing, the Palestine Liberation Organization in particular agrees:

"(a) To ensure the protection and security of the personnel, installations and property of UNRWA;

"(b) To permit unrestricted freedom of entry and exit without delay or hindrance, of supplies, goods and equipment into and out of the area under the control of the Palestinian Authority including movement within the area;

"(c) To permit unrestricted freedom of movement into, out of, and within the area under the control of the Palestinian Authority;

"(d) To recognize UNRWA's right to fly the United Nations flag on premises, vehicles and on other means of transport;

"(e) To provide unrestricted communication by radio, satellite, or other means, and to facilitate connections with the United Nations communication network;

Mr. Ilter Türkmen
Commissioner-General
United Nations Relief and Works Agency

"(f) To provide, free of charge, landing and port facilities as may become available for the use of the Palestinian Authority, or which may be established within the area under the control of the Palestinian Authority;

"(g) To recognize UNRWA's exemption from customs duties, taxes and charges on importation of supplies, goods and equipment; and

"(h) To provide, free of charge, all necessary labour for offloading and handling, warehousing and transport by rail or road, of supplies, goods and equipment destined for use in the area under the control of the Palestinian Authority.

"If the foregoing represents the understanding of the Palestine Liberation Organization, I wish to propose that this letter and your reply in that sense be regarded as constituting an agreement in the matter.

"Accept, Sir, the assurances of my highest consideration."

I have the honour to confirm that your letter accurately reflects our understandings and I agree that your letter as quoted above and my acceptance of it should be regarded as constituting an agreement between the Palestine Liberation Organization and UNRWA on the matter.

My understanding is that the Palestinian Authority will assume powers and responsibilities in the occupied Palestinian territories, including Jerusalem.

In conclusion, once again, I wish to put on record our great appreciation and gratitude to the Commissioner-General and the staff of UNRWA for the exemplary way they have carried out their mandate in rendering historic services and assistance to the Palestine refugees wherever they are, be it in Jordan, Lebanon or Syria. I trust that I can count on the continuation of these services both in the occupied Palestinian territories, including Jerusalem, and elsewhere, until the Palestine refugee problem has been resolved in accordance with principles of human rights and the relevant United Nations resolutions, particularly General Assembly Resolution 194 (III) and Security Council Resolution 237 (1967).

Accept, Sir, the assurances of my highest consideration.

(Signed) Yasser ARAFAT
Chairman
Palestine Liberation Organization



AGREEMENT

between

THE UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST

and

THE PALESTINIAN AUTHORITY

REGARDING THE LOCATION OF UNRWA HEADQUARTERS
IN THE WEST BANK AND GAZA STRIP AREA



AGREEMENT

between

THE UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST

and

THE PALESTINIAN AUTHORITY

REGARDING THE LOCATION OF UNRWA HEADQUARTERS
IN THE WEST BANK AND GAZA STRIP AREA

WHEREAS the United Nations Relief and Works Agency for Palestine Refugees in the Near East, established by United Nations General Assembly resolution 302 (IV) of 8 December 1949, is charged with undertaking relief and works programmes for Palestine refugees and with providing humanitarian assistance to persons in need of such assistance;

WHEREAS the General Assembly of the United Nations in resolution 49/35 of 9 December 1994 endorsed the decision of the Secretary-General to transfer the Headquarters of the Agency to its area of operations in a manner which does not adversely affect the efficient and continued running of the Agency;

WHEREAS the Agency is a subsidiary organ of the United Nations whose status, privileges and immunities are governed by the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946;

WHEREAS the Agency and the Palestinian Interim Self-Government Authority (herein called the Palestinian Authority) wish to regulate matters arising from the establishment and operation of the Headquarters of the Agency in the West Bank and the Gaza Strip area and to establish a firm foundation for the necessary discharge of the functions of the Agency;

NOW THEREFORE, the Agency and the Palestinian Authority in a spirit of friendly co-operation, have entered into this Agreement.



ARTICLE I
DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

- (a) "UNRWA" and "the Agency" means the United Nations Relief and Works Agency for Palestine Refugees in the Near East;
- (b) "Parties" means UNRWA and the Palestinian Authority;
- (c) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 which is attached to the present agreement as Annex 1;
- (d) "UNRWA Headquarters" means the seat in the West Bank and Gaza Strip area from which UNRWA administers its functions, including such elements of its Field Offices as are required for this purpose and, all the land and buildings being used at any time by UNRWA in the West Bank and Gaza Strip area as its Headquarters;
- (e) "UNRWA staff members" means all members of the staff of UNRWA, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;
- (f) "Experts on mission" means individuals coming within the scope of Articles VI and VII of the Convention on the Privileges and Immunities of the United Nations 1946;



- (g) "Persons performing services on behalf of UNRWA" means natural and juridical persons and their employees retained by UNRWA to execute or assist in the carrying out of its programmes or functions, other than those permanently resident in the West Bank and Gaza Strip area;
- (h) "UNRWA personnel" means UNRWA staff members, experts on mission and persons performing services on behalf of UNRWA.

ARTICLE II

PURPOSE OF THIS AGREEMENT

1. This Agreement embodies the conditions necessary to enable UNRWA to establish and operate its Headquarters in the West Bank and Gaza Strip area and carry out its functions in all of its areas of operations.
2. Nothing in this Agreement shall be interpreted as derogating from the application of the Convention on the Privileges and Immunities of the United Nations 1946 to all of the Agency's personnel, property and activities within the West Bank and Gaza Strip area and the Palestinian Authority hereby agrees to apply the provisions of the Convention to all such personnel, property and activities according to its terms.

ARTICLE III

STATUS OF UNRWA HEADQUARTERS

1. The Palestinian Authority agrees that UNRWA establishes its Headquarters in the West Bank and Gaza Strip area and undertakes to assist fully in the establishment and operation of the Headquarters in conformity with this Agreement, the Convention on the Privileges and Immunities of the United Nations, the Türkmen-Arafat Agreement of 24 June 1994 and other principles of international law.



2. The Agency shall have the unrestricted right to use the UNRWA Headquarters for its purposes, including holding international conferences and meetings of United Nations organs and subsidiary bodies.
3. The Palestinian Authority recognizes the inviolability of UNRWA Headquarters, which shall be under the control and authority of the Agency. No official or agent of the Palestinian Authority or other person exercising any public, municipal, judicial, administrative, executive or legislative authority shall enter UNRWA Headquarters to perform any duties therein, except with the express and written consent of, and under conditions approved by, the Agency. The service of legal process, including the seizure of private property, shall not take place within UNRWA Headquarters except with the express and written consent of, and under conditions approved by, the Agency.
4. The Palestinian Authority shall take whatever action may be necessary to ensure that UNRWA shall not be dispossessed of all or any part of its Headquarters without the express and written consent of the Agency.
5. The Palestinian Authority shall exercise due diligence to ensure the security and protection of UNRWA Headquarters and to ensure that the tranquility of UNRWA Headquarters is not disturbed by the intrusion of persons or groups of persons from outside UNRWA Headquarters or by disturbances in their immediate vicinity. If so requested by UNRWA, the Palestinian Authority shall provide adequate police force necessary for the preservation of law and order in UNRWA Headquarters or in the immediate vicinity thereof, and for the removal of persons therefrom.
6. The Palestinian Authority shall ensure, to the extent requested by UNRWA, that UNRWA Headquarters is supplied with the necessary public and municipal services such as electricity, water, sewerage, collection of refuse, telephone, post and telecommunications, drainage and fire protection. Such public and municipal services shall be supplied on equitable terms.



7. UNRWA shall have the power to make regulations, operative within UNRWA Headquarters, for the purpose of establishing therein conditions in all respects necessary for the execution of its functions. No law of the West Bank and Gaza Strip area which is inconsistent with a regulation of UNRWA authorised by this section shall, to the extent of such inconsistency, be applicable within UNRWA Headquarters. UNRWA shall promptly inform the Palestinian Authority of regulations thus enacted in accordance with this paragraph. Any dispute between UNRWA and the Palestinian Authority as to whether a regulation of UNRWA is authorized by this Article, or as to whether a law or regulation of the Palestinian Authority is inconsistent with any regulation of UNRWA, shall be promptly settled by the procedure set out in Article XXI of this Agreement. Pending such settlement, the regulation of UNRWA shall apply and the law or regulation of the Palestinian Authority shall be inapplicable in UNRWA Headquarters to the extent that UNRWA claims it to be inconsistent with its regulation.

ARTICLE IV

UNRWA, ITS PROPERTY, FUNDS, AND ASSETS

1. UNRWA, its property, funds, and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity in writing. It being understood that this waiver shall not extend to any measure of execution or enforcement, whether by executive, administrative, judicial or legislative action.
2. The property, funds and assets of UNRWA, wherever situated and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
3. The archives of UNRWA, and in general all documents belonging to, held by, or in the possession of UNRWA, shall be inviolable. They may not be subject to any search, seizure, requisition, confiscation, copying, censorship, expropriation or other form of interference, whether by executive, administrative, judicial or legislative action.



ARTICLE V
FINANCIAL FACILITIES

1. UNRWA shall not be subject to any financial controls, regulations or moratoria and may freely:
 - (a) acquire, hold, convert and use negotiable currencies, maintain foreign-currency accounts, and acquire through authorized institutions, hold, convert and use funds and securities, without limit and free from all controls, charges, restrictions or prohibitions;
 - (b) bring funds, securities, foreign currencies into the West Bank and Gaza Strip area from any other country, use or convert them within the West Bank and Gaza Strip area or transfer them to other countries, without limit and free from all controls, charges, restrictions or prohibitions.
2. UNRWA shall enjoy the most favourable legal rate of exchange within the West Bank and Gaza Strip area.

ARTICLE VI
FREEDOM FROM TAXATION

1. The funds, assets, income and other property of UNRWA shall be exempt from:
 - (a) any form of taxation;
 - (b) customs duties, taxes, charges, prohibitions or restrictions on articles imported or exported by UNRWA for its official use, provided that articles imported under such exemption will not be sold by UNRWA in the West Bank and Gaza Strip area except under conditions agreed upon with the Palestinian Authority;



(c) customs duties, prohibitions, restrictions, censorship or controls in respect of the import and export of its publications, official documents or property.

2. Any goods imported or exported by national or international bodies authorised by UNRWA to act on its behalf in performance of its functions, shall be exempt from all customs duties, taxes, charges, prohibitions or restrictions and shall be treated as UNRWA imports or exports for the purposes of this Article.

3. In so far as the Palestinian Authority, for important administrative considerations, may be unable to grant to UNRWA exemption from indirect taxes which constitute part of the cost of goods purchased by or services rendered to UNRWA, including rentals, the Palestinian Authority shall reimburse UNRWA for such taxes by the payment from time to time, of lump sums to be agreed upon by UNRWA and the Palestinian Authority. It is, however, understood that UNRWA will not claim reimbursement with respect to minor purchases. It is further understood that UNRWA will not claim exemption from taxes which are in fact no more than charges for public utility services.

4. The Palestinian Authority shall establish effective procedures for the expeditious and unimpeded duty-free clearance of UNRWA imports and exports into and out of the West Bank and Gaza Strip area and this shall include recognition of customs clearance granted by the Government of Israel in respect of such property.

ARTICLE VII

COMMUNICATION FACILITIES

1. UNRWA shall have the right, free from any form of restriction or interference or licensing requirements, to install and operate radio, telephone, telex, facsimile and other telecommunications equipment, including satellite communications stations, to the extent it considers appropriate, to connect between its offices and installations wherever situated, and to exchange traffic with the United Nations radio and communications network.



2. The Palestinian Authority undertakes, within the scope of its powers and responsibilities, to provide UNRWA with appropriate facilities, including radio and other frequencies, should this be necessary under paragraph 1 of this Article.
3. The Palestinian Authority shall ensure unimpeded access to and from UNRWA Headquarters of post, telegraph and other communications services.
4. UNRWA shall not be subject to any controls, restrictions, censorship or prohibitions on the use, acquisition, importation or dissemination of newspapers, journals, reports and other published material from any country or territory.
5. The Palestinian Authority recognises and undertakes to respect the inviolability of the official communications and correspondence of UNRWA and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.
6. UNRWA shall have the right to use codes and despatch and receive correspondence and other materials by diplomatic courier or pouch, commercial courier or in sealed bags. All correspondence and other materials falling within this paragraph shall have the same privileges and immunities as diplomatic couriers and bags and shall enjoy the full protection accorded such diplomatic couriers or bags under international law.

ARTICLE VIII

ACCESS TO UNRWA HEADQUARTERS

The Palestinian Authority shall take all measures necessary to facilitate the unimpeded and expeditious entry into and exit from, and sojourn in, the West Bank and Gaza Strip area of all persons listed below, including their transit to or from UNRWA Headquarters, and undertakes to ensure prompt clearance and issuance of visas, licenses or permits, if required, free from all taxes, charges, restrictions or prohibitions:



- (a) representatives of Member States of the United Nations, and in particular representatives of Member States assigned to conferences or meetings convened by UNRWA;
- (b) representatives of non-member States which have observer status to the United Nations;
- (c) representatives of intergovernmental organizations;
- (d) officials of the United Nations and the Specialised and Related Agencies;
- (e) representatives of the press, radio, film, television or other information media invited by UNRWA;
- (f) representatives of other organizations or other persons invited by UNRWA.

ARTICLE IX
UNRWA STAFF

Without prejudice to the application of the Convention, all UNRWA staff members shall enjoy the following facilities, privileges and immunities:

- (a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNRWA;
- (b) immunity from inspection and seizure of their official and personal baggage;
- (c) immunity from any military service obligations or any other obligatory service;



- (d) exemption from taxation in respect of the salaries, emoluments, indemnities pensions and all other remuneration paid to them by UNRWA;
- (e) exemption from any form of taxation on income derived by them from sources outside the West Bank and Gaza Strip area;
- (f) for themselves, their spouses and relatives dependent on them, prompt clearance and issuance, without cost, of visas, licenses or permits if required, free from all taxes, charges, restrictions or prohibitions;
- (g) for themselves, their spouses and relatives dependent on them, freedom to hold, convert or maintain within the West Bank and Gaza Strip area and to receive from or send to any other territory or state, foreign exchange, foreign currency accounts and the right upon termination of employment with UNRWA to take out of the West Bank and Gaza Strip area their funds, foreign currency and property through authorised channels free from restrictions or prohibitions;
- (h) the same protection, repatriation and evacuation facilities with respect to themselves, their spouses and relatives dependent on them, as are accorded in time of emergency to diplomatic envoys;
- (i) for themselves, their spouses and relatives dependent on them, the right to import for personal use, free of duty, taxes and charges and other levies, prohibitions or restrictions and the right to export on the same basis:
 - i. their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same;
 - ii. reasonable quantities of articles for personal use or consumption;



- iii. one automobile and one motorcycle every four years (which may be replaced on the same terms within that time if seriously damaged), and the right to sell the same to persons entitled to duty-free privileges without payment of duty, taxes, charges and other levies, or to residents on terms no less favourable than those accorded to residents.

ARTICLE X

UNRWA SENIOR STAFF

In addition to the provisions of Article IX above, the Commissioner-General of UNRWA and UNRWA staff members of P-4 level and above who do not have permanent residence status in the West Bank and Gaza Strip area shall be accorded the privileges, immunities, exemptions and facilities as are accorded to members of comparable rank of the diplomatic staff of diplomatic missions in accordance with the Vienna Convention on Diplomatic Relations, 1961, which the Palestinian Authority adopts by reference.

ARTICLE XI

EXPERTS ON MISSION

Experts performing missions for UNRWA shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

- (a) immunity from personal arrest or detention and from seizure of their baggage;
- (b) immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNRWA;
- (c) inviolability for all papers and documents;



- (d) for the purpose of their official communications, the right to use code and to receive papers or correspondence by courier or in sealed bags in accordance with Article VII.6 of this Agreement;
- (e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (f) the same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys;
- (g) prompt clearance and issuance, without cost, of visas, licenses or permits, if required, free from all taxes, charges, restrictions or prohibitions.

ARTICLE XII

PERSONS PERFORMING SERVICES ON BEHALF OF UNRWA

1. Persons performing services on behalf of UNRWA shall:
 - (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNRWA;
 - (b) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
 - (c) be granted prompt clearance and issuance, without cost, of visas, licences or permits, if required, free from all taxes, charges, restrictions or prohibitions;
 - (d) be recognised as authorised to drive UNRWA vehicles on the terms more fully set out in Article XVIII.



2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services on behalf of UNRWA may be accorded such other privileges, immunities and facilities as specified in Section 18 of the Convention, as may be agreed upon between the Parties.

ARTICLE XIII

PERSONNEL RECRUITED LOCALLY AND ASSIGNED TO HOURLY RATES

Personnel recruited by UNRWA locally and assigned to hourly rates, shall be accorded immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity for UNRWA. Such immunity shall continue to be accorded after termination of employment with UNRWA. They shall also be accorded such other facilities as may be necessary for the independent exercise of their functions for UNRWA. The terms and conditions of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

ARTICLE XIV

ARREST AND DETENTION

The Palestinian Authority shall ensure that whenever an UNRWA staff member is arrested or detained by the Palestinian Authority, UNRWA shall be promptly informed and shall be promptly enabled to visit the arrested or detained staff member, to converse and correspond with the staff member and to provide such legal and medical assistance as may be required.

ARTICLE XV

RESIDENCE, SECURITY AND ACCESS OF UNRWA PERSONNEL

1. UNRWA personnel shall be entitled to expeditious and unimpeded entry to, exit from and freedom of movement within the West Bank and Gaza Strip area, including unrestricted access to UNRWA Headquarters and the sites of UNRWA installations and projects.



2. UNRWA personnel shall be entitled to reside in the West Bank and Gaza Strip area, together with their spouses and relatives dependent on them, who shall be accorded the rights guaranteed in paragraph 1 of this Article.

3. The Palestinian Authority shall take effective and adequate actions which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of UNRWA, free from interference of any kind.

ARTICLE XVI

NOTIFICATION AND IDENTIFICATION OF UNRWA PERSONNEL

1. UNRWA shall notify the Palestinian Authority of the names of UNRWA personnel who are expected to be present within the West Bank and Gaza Strip area, and of changes in the status of such individuals, provided that failure to include any person or persons in such notification shall not deprive such person or persons of the benefit of this Agreement and shall not deprive such person or persons of their status as UNRWA personnel.

2. UNRWA personnel assigned to UNRWA Headquarters shall be provided with a special identity card, to be known as the UNRWA Headquarters Identity Card, provided that failure to possess, carry, produce or be issued with such an identity card shall not deprive such person or persons of the benefit of this Agreement and shall not deprive such person or persons of their status as UNRWA personnel.

ARTICLE XVII

TRAVEL DOCUMENTS

The Palestinian Authority hereby undertakes to recognize the United Nations Laissez Passer, the United Nations certificate issued to persons travelling on the business of the United Nations, the UNRWA Headquarters Identity Card and such other documents as



UNRWA may from time to time issue, as valid for entry to, exit from and sojourn in the West Bank and Gaza Strip area for all purposes, free from taxes or charges.

ARTICLE XVIII

UNRWA VEHICLES AND OTHER CRAFT

1. UNRWA shall have the right to own or operate vehicles in the West Bank and Gaza Strip area free from all taxes, charges, restrictions or prohibitions. UNRWA shall operate its own registration system and UNRWA vehicles shall carry a distinctive UNRWA licence plate or marking, which shall be notified to the Palestinian Authority.
2. All UNRWA vehicles shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
3. UNRWA vehicles shall have expeditious and unimpeded entry to, exit from, and freedom of movement within, the West Bank and Gaza Strip area, without the need for permits or other official documentation and free from all taxes, charges, restrictions or prohibitions.
4. The Palestinian Authority shall grant UNRWA all necessary permits or licenses without payment of dues, taxes or charges, for, and shall not impose restrictions on, the use and maintenance by UNRWA of civil aeroplanes, sea vessels and other craft required for the implementation of UNRWA's functions.

ARTICLE XIX

UNRWA FLAG AND EMBLEM

UNRWA has the exclusive right to display its flag and emblem on its Headquarters premises, installations, official vehicles and otherwise.



ARTICLE XX
WAIVER OF IMMUNITY

Privileges and immunities are granted to UNRWA personnel in the interests of the United Nations and UNRWA and not for the personal benefit of the individuals concerned. The Secretary-General may waive the immunity of any of UNRWA personnel in writing in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations or UNRWA.

ARTICLE XXI
SETTLEMENT OF DISPUTES

Any dispute between UNRWA and the Palestinian Authority arising out of or relating to this Agreement which is not settled amicably by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

ARTICLE XXII
GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature by both Parties.
2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNRWA to carry out its functions fully and efficiently in all areas of its operations.



3. If and to the extent that the Palestinian Authority shall enter into any agreement with any other inter-governmental organisation containing terms or conditions more favourable to the organisation than similar terms or conditions of this Agreement, the Palestinian Authority shall extend such more favourable terms or conditions to UNRWA, by means of a supplemental agreement.

4. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations and the Convention. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

5. Consultations with a view to amending this Agreement may be held at the request of the Palestinian Authority or UNRWA. Amendments shall be made by joint written agreement.

6. The terms of this Agreement, and the rights, privileges and immunities of UNRWA arising under it shall be interpreted in all cases to ensure to UNRWA the most favourable treatment.

Done at Ramallah this fifth day of July 1996 in duplicate in the English and the Arabic languages, the English text prevailing in case of conflict of interpretation.

For the

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

For the

Palestinian Authority and the
Palestine Liberation Organization:

**BASIC AGREEMENT BETWEEN THE PALESTINE LIBERATION
ORGANIZATION, ON BEHALF OF THE PALESTINIAN
AUTHORITY, AND THE WORLD FOOD PROGRAMME
CONCERNING ASSISTANCE FROM THE
WORLD FOOD PROGRAMME.**

WHEREAS the Palestinian Authority (hereinafter referred to as "The Authority") desires to avail itself of assistance from the World Food Programme, and

WHEREAS the World Food Programme is agreeable to affording such assistance at the specific request of The Authority,

NOW THEREFORE The Authority and the World Food Programme have entered into this Agreement embodying the conditions under which such assistance may be given by the World Food Programme and utilized by The Authority in accordance with the general regulations of the World Food Programme;

ARTICLE I

Assistance Requests and Agreements

1. The Authority may request assistance in the form of food from the World Food Programme for supporting economic and social development projects or for meeting emergency food needs.
2. Any request for assistance shall normally be presented by The Authority, in a format indicated by the World Food Programme, through the Special Representative of the Administrator of the United Nations Development Program/WFP Representative accredited to The Palestinian National Authority.
3. The Authority shall provide the World Food Programme with all appropriate facilities and relevant information needed for assessing the requests.
4. When it has been decided that the World Food Programme will give assistance in respect of a development project, a Plan of Operations shall be agreed to by The Authority and the World Food Programme. In the case of emergency relief operations, letters of understanding shall be exchanged in lieu of the conclusion of a formal instrument between the Parties.
5. Each Plan of Operations shall indicate the terms and conditions upon which a project is to be carried out and shall specify the respective responsibilities of The Authority and the World Food Programme in implementing the project. The provisions of the present Basic Agreement shall govern any Plan of Operations concluded thereunder.

ARTICLE II
EXECUTION OF DEVELOPMENT PROJECTS AND
EMERGENCY RELIEF OPERATIONS

1. The primary responsibility for executing development projects and emergency operations shall rest with The Authority, which shall provide all personnel, premises, supplies, equipment, services and transportation and defray all expenditure necessary for implementation of any development project or emergency operation.
2. The World Food Programme shall deliver commodities as a grant without payment at the port of entry or the frontier station and shall supervise and provide advisory assistance in the execution of any development project or emergency operation.
3. In respect of each project The Authority shall designate, in agreement with the World Food Programme, an appropriate agency to implement the project. Should there be more than one food assistance project in the country, the Authority shall designate a central coordinating agency for regulating supplies of food as between the World Food Programme and the projects and between the projects themselves.
4. The Authority shall provide facilities to the World Food Programme for observing all stages of implementation of development projects and emergency operations.
5. The Authority shall ensure that the commodities supplied by the World Food Programme are handled, transported, stored and distributed with adequate care and efficiency and that the commodities and the proceeds of their sale when authorized are utilized in the manner agreed upon between the Parties. In the event that they are not so utilized, the Programme may require the return to it of the commodities or the sales proceeds, or both, as the case may be.
6. The World Food Programme may suspend or withdraw its assistance in the event of failure on the part of The Authority to fulfil any of its obligations assumed under the present Agreement or any agreement concluded by virtue thereof.

ARTICLE III
Information concerning projects and emergency operations

1. The Authority shall furnish the World Food Programme with such relevant documents, accounts, records, statements, reports and other information as the World Food Programme may request concerning the execution of any development project or emergency operation, its continued feasibility and soundness, or concerning the fulfilment by The Authority of any of its responsibilities under the present Agreement or any agreement concluded by virtue thereof.

2. The Authority shall keep the World Food Programme informed regularly of the progress of execution of each development project or emergency operation.
3. The Authority shall present to the World Food Programme audited accounts of the use of commodities supplied by the Programme and of the proceeds of their sale when authorized in each development project at agreed intervals and at the end of the project.
4. The Authority shall assist in any evaluation of a project that the World Food Programme may undertake as stated in the relevant Plan of Operations, by maintaining and furnishing to the programme records required for this purpose. Any final evaluation report prepared shall be submitted to the Authority for its comments and subsequently to the Committee on Food Aid Policies and Programmes, together with any such comments.

ARTICLE IV

Facilities, privileges and immunities

1. The Authority shall afford to officials and consultant of the World Food Programme and to other persons performing services on behalf of the Programme such facilities as are afforded to those staff of the United Nations and Specialized Agencies.
2. The Authority shall apply the provision of the Convention on privileges and immunities of the Specialized Agencies to the World Food Programme's property, funds and assets and to its officials and consultants.
3. The Authority shall be responsible for dealing with any claims which may be brought by third parties against the World Food Programme or against its officials or consultants or other persons performing services on behalf of the World Food Programme under this Agreement and shall hold the World Food Programme and the above mentioned persons harmless in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by The Authority and the World Food Programme that such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.

ARTICLE V
Settlement of disputes

Any dispute between The Authority and the World Food Programme arising out of or relating to this Agreement or a Plan of Operations which cannot be settled by negotiation or other agreed mode of settlement shall be summated to arbitration at the request of either Party. The arbitration shall be held in Rome. Each Party shall appoint and brief one arbitrator and advise the other Party of the name of its arbitrator. Should the arbitrators fail to agree upon an award they shall immediately appoint an umpire. In the event that within thirty days of the request for arbitration either Party has not appointed an arbitrator, or that the arbitration appointed fail to agree on an award and on the appointment of an umpire, either Party may request the President of the International Court of Justice to appoint an arbitrator or an umpire, as the case may be. The expenses of the arbitration shall be borne by the parties as laid down in the arbitral award. The arbitrate award shall be accepted by the parties as the final adjudication of the dispute.

ARTICLE VI
General Provisions

1. This Agreement shall enter into force on the date on which the World Food Programme receives written notice from The Authority that the approval constitutionally required in Palestinian Jurisdiction has been obtained and shall continue in force unless terminated under Section 3 of this Article. Pending such approval, the Agreement shall be given provisional effect.
2. This Agreement may be modified by written agreement between the parties hereto. Any relevant matter for which no provision is made in this agreement shall be settled by the parties in keeping with the relevant resolutions and decisions of the Committee of Food Aid policies and programmes. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this Section.
3. This Agreement may be terminated by either party by written notice to the other and shall terminate sixty days after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfilment or termination of all plans of Operations entered into by virtue of this basic agreement.
4. The obligations assumed by The Authority under article I hereof shall survive the termination of this agreement under the foregoing section 3 to the extent necessary to permit orderly withdrawal of the property, funds and assets of the World Food Programme and the officials and other persons performing services on behalf of the programme by virtue of this Agreement.

IN WITNESS WHEREOF, the undersigned duly appointed representatives of the Palestinian Authority and of the World Food Programme respectively have on behalf of the Parties signed the present agreement.

Signed



For the Palestinian Authority:

Name: Nemer Hammad

Title: Delegate General of Palestine and
Representative of the Palestinian
Liberation Organisation in Italy

Date:

20/1/95

Signed



For the World Food Programme:

Name: Catherine Bertini

Title: Executive Director

Date:

20/1/95



Food and Agriculture Organization
of the United Nations



Palestinian National Authority

Memorandum of Understanding

between the Ministry of Agriculture and the Ministry of Planning of the Palestinian National Authority
and the Food and Agriculture Organization of the United Nations

The Ministry of Agriculture and the Ministry of Planning of the Palestinian National Authority and the Food and Agriculture Organization of the United Nations:

- reflecting on the role and importance that agriculture plays in the Palestinian context as a major contributor to food security, income and employment in addition to other social and environmental benefits and functions; and
- responding to the needs and priorities of the Palestinian farmers, herders and fishers to face the challenges and constraints affecting agricultural development in oPt; and
- building on the achievements, lessons learnt, the outstanding cooperation and working relations established between the Food and Agriculture Organization of the United Nations, the Ministry of Agriculture and other Palestinian Institutions during the last ten years; and
- taking note that the Palestinian National Authority has requested the assistance of the Food and Agriculture Organization of the United Nations for agricultural sector development and within the national policies and guiding principles, mainly the PRDP and that FAO has prepared a Medium Term Strategy 2010 – 2015 to assist Palestinian agriculture in “**Bridging Emergency and Development**” that can be used as a framework for defining the role of FAO in assisting the PNA, the Ministry of Agriculture and other concerned agricultural sector stakeholders in the transition from emergency to sustainable development;

are expressing their commitment to support the implementation of the strategy and appeal to the Donor community to provide due support to it.

Ramallah May 19, 2009

On behalf of

Ministry of Agriculture



Dr. Mahmmoud Al-Habbash

Ministry of Planning



Dr. Samir Badatallah



Food and Agriculture
Organization of the United
Nations

C. Miczaika
Dr. Christian Miczaika



Letter of Intent

between the Palestinian Ministry of Agriculture (MoA)

and the Food and Agriculture Organization of the United Nations (FAO)

The Palestinian Ministry of Agriculture (MoA) and the Food and Agriculture Organization of the United Nations (FAO):

- reflecting on the role and importance that agriculture plays in the Palestinian context as a major contributor to livelihood resilience, economic growth and food security in addition to other social and environmental benefits and functions;
- responding to the urgent needs and priorities of Palestinian farmers, herders and fishers, particularly in light of the recent crisis in the Gaza Strip and its drastic inflections on the Palestinian agriculture sector;
- building on the Memorandum of Understanding signed on 19 May 2009 between MoA, Ministry of Planning (MoP) and FAO, the long history of achievements, joint experiences and lessons learned and the outstanding effective working relationships;
- taking note that MoA has requested the assistance of FAO for the recovery and development of the Palestinian Agricultural Sector in alignment with the related national policies and strategies, mainly the National Development Plan 2014-2016 and the Agriculture Sector Strategy "Resilience and Development" 2014-2016, as well as the "FAO Programme Framework for the West Bank and Gaza Strip 2014-2016";

express their commitment to intensify their cooperation in support of the ongoing and planned efforts addressing the immediate, early recovery and developmental needs of Palestinian farmers, herders and fishers, particularly in response to the recent crisis in the Gaza Strip. The cooperation includes, but is not limited to, coordination, sector wide assessments, identification, formulation and implementation of projects and programmes, and joint advocacy to mobilize support from the donor community. The MoA and FAO gratefully acknowledge the role of resource partners in promoting the resilience and development of Palestinian agriculture, going beyond the provision of financial support.

Cairo, October 11, 2014

On behalf of

Palestinian Ministry of Agriculture

H.E. Shawqi Issa
Minister

On behalf of

**Food and Agriculture Organization
of the United Nations**

Abdessalam Ould Ahmed
Assistant Director General
Regional Representative, RNE

Letter of Intent
between the Palestinian Ministry of Agriculture (MoA)
and the Food and Agriculture Organization of the United Nations (FAO)

The Palestinian Ministry of Agriculture (MoA) and the Food and Agriculture Organization of the United Nations (FAO):

- reflecting on the role and importance that agriculture plays in the Palestinian context as a major contributor to livelihood resilience, economic growth and food and nutrition security in addition to other social and environmental benefits and functions;
- responding to the priority needs of Palestinian farmers, herders and fishers;
- building on the Letter of Intent signed between MoA and FAO in Cairo on 11 October 2014 and the Memorandum of Understanding signed between MoA, Palestinian Ministry of Planning and FAO in Ramallah on 19 May 2009, the long history of achievements, joint experiences and lessons learned and the outstanding effective working relationships;
- taking note that MoA has requested the assistance of FAO for the recovery and development of the Palestinian Agricultural Sector in alignment with the related national policies and strategies, mainly the National Policy Agenda 2017-2022 and the National Agriculture Sector Strategy "Resilience and Sustainable Development" 2017-2022, as well as the FAO "Country Programming Framework for Palestine" 2018-2022;

express their commitment to continue and expand their cooperation in support of the ongoing and planned efforts addressing the immediate, early recovery and developmental needs of Palestinian farmers, herders, fishers, and agribusinesses. The cooperation includes, but is not limited to, capacity development, coordination, sector wide assessments, policy and strategy development, formulation and implementation of projects and programmes, and joint advocacy to mobilize support from resource partners. The MoA and FAO gratefully acknowledge the role of resource partners in promoting the resilience and development of Palestinian agriculture, going beyond the provision of financial support.

Cairo,

Ramallah,

On behalf of

On behalf of


**Food and Agriculture Organization
of the United Nations**

 29 APR 2018

Abdessalam Ould Ahmed
Assistant Director General
Regional Representative, RNE



Ministry of Agriculture

 17.4.2018

H.E. Dr. Sofian Sultan
Minister





Food and Agriculture
Organization of the
United Nations



Letter of Intent

between the Palestinian Ministry of Agriculture (MoA)
and the Food and Agriculture Organization of the United Nations (FAO)

The Palestinian Ministry of Agriculture (MoA) and the Food and Agriculture Organization of the United Nations (FAO):

- reflecting on the role and importance that agriculture plays in the Palestinian context as a major contributor to livelihood resilience, green economic growth, food and nutrition security and social and environmental sustainability;
- responding to the priority needs of Palestinian farmers, herders, fishers, agrifood value chain actors and consumers;
- building on the Letter of Intent (LoI) signed between MoA and FAO in Cairo on 29 April 2018, the LoI signed between MoA and FAO in Cairo on 29 April 2014 and the Memorandum of Understanding signed between MoA, Palestinian Ministry of Planning and FAO in Ramallah on 19 May 2009, and capitalizing on the long history of achievements, joint experiences and lessons learned and the outstanding effective working relationships;
- taking note that MoA has requested the assistance of FAO for building the resilience and developing the Palestinian agri-food system in alignment with the related national policies and strategies, the United Nations Sustainable Development Cooperation Framework (UNSCDF) for Palestine 2022-2023 as well as the FAO "Country Programming Framework for Palestine" 2023-2025 ;

express their commitment to continue and expand their cooperation in support of the ongoing and planned efforts addressing the immediate, resilience building and developmental needs of Palestinian farmers, herders, fishers, consumers, agribusinesses and other agri-food system actors . The cooperation includes, but is not limited to, capacity development, coordination, sector wide assessments, policy and strategy development, formulation and implementation of projects and programmes, and joint advocacy to mobilize support from resource partners. The MoA and FAO gratefully acknowledge the role of resource partners in promoting the resilience and development of Palestinian agro-food system, going beyond the provision of financial support.

Cairo,

Ramallah,

On behalf of

On behalf of

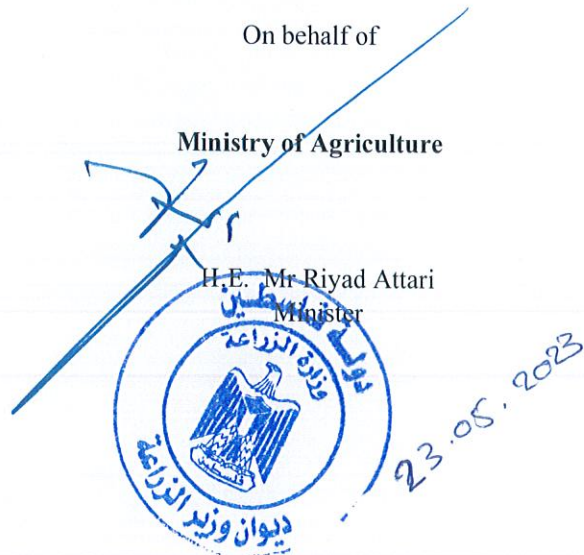
Food and Agriculture Organization
of the United Nations

Ministry of Agriculture

Abdulkhaim Elwaer
Assistant Director General
Regional Representative, RNE

H.E. Mr Riyad Attari
Minister

21 May 2023



Memorandum of Understanding on the Decent Work Programme (2023- 2025) for the Occupied Palestinian Territory

Whereas the Palestinian Authority (PA) represented by the Ministry of Labour, the Palestinian general Federation of Trade Unions, the Federation of Palestinian Chambers of Commerce, Industry and Agriculture, and the International Labour Organization (ILO), represented by the International Labour Office (referred collectively as the Parties), wish to collaborate in order to promote and advance decent work in Occupied Palestinian Territory (OPT).

Whereas the third Decent Work Programme (DWP) 2022-2025 is based on evolving priorities, key achievements of previous and ongoing ILO work in OPT, and the findings and recommendations of the review of the second DWP 2018-2022,

Now therefore, the Parties hereby agree as follows:

1. The Parties affirm their commitment to collaborate in the implementation of the Decent Work Programme (DWP). The following are agreed as priorities of the DWP:

Priority 1: Promotion of greater access to economic opportunities that are inclusive, resilient, and sustainable including decent employment and livelihood opportunities in an empowered private sector.


Priority 2: Support for equal access to sustainable, inclusive, gender responsive quality social services (including health and education), social protection, and affordable utilities including for the most vulnerable.

Priority 3: Support to Palestinian governance institutions and processes at all levels so they can be more democratic, rights based, inclusive, and accountable.

2. The ILO agrees to assist in the mobilization of resources and to provide development cooperation in the implementation of the DWP, subject to its rules, regulations, directives and procedures, the availability of funds and conditions to be agreed upon in writing.

-
3. Nothing in or relating to this Memorandum of Understanding (MoU) shall be construed as constituting a waiver of the privileges and immunities enjoyed by the ILO.
 4. The Parties to this MoU will, within the framework of the DWP Steering Committee jointly develop a detailed work-plan including the budgetary needs for each out. The plan will take into account the strategy, priorities, and needs of the labour sector, as outlined in the DWP document, and will be regularly reviewed.
 5. This MoU may be modified by agreement between the Parties.
 6. The DWP document is attached to this MoU. In the event that the terms contained in the DWP document are incompatible with the terms of this MoU then the latter shall govern and prevail.
 7. The original of the MoU has been written and signed in English and Arabic. In case of inconsistencies between the two languages, the English version shall govern and prevail.
 8. This MoU, superseding all communications on this matter between the Parties, shall enter into force with effect from its signature by the authorized representatives of the Parties.

For and on behalf of the Palestinian Authority



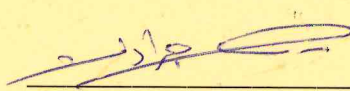
H.E. Dr. Nasri Abu Jaish

Minister of Labour

In Amman

On 23 February 2023

For and on behalf of the International Labour Office



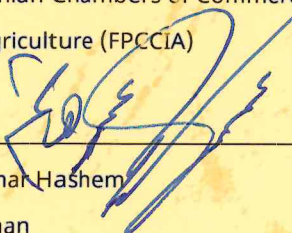
Ms. Ruba Jaradat

ILO Regional Office for Arab States, Director

In Amman

On 23 February 2023

For and on behalf of the Federation of the
Palestinian Chambers of Commerce, Industries
and Agriculture (FPCCIA)



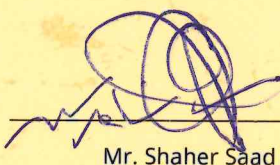
Mr. Omar Hashem

Chairman

In Amman

On 23 February 2023

For and on behalf of the Palestinian General
Federation of Trade Unions



Mr. Shaher Saad

Secretary General

In Amman

On 23 February 2023

Agreement between
the United Nations Educational,
Scientific and Cultural Organization
(UNESCO)
and
the Palestine Liberation Organization
on the Establishment of a
UNESCO Liaison Office in
the Palestinian Authority's Territories

Gaza, 24 May 1997

Chapter I

Article 1

The Palestine Liberation Organization (PLO) and the United Nations Educational, Scientific and Cultural Organization (UNESCO), (hereinafter referred to as "the Parties") ;

Wishing to conclude an agreement concerning the establishment of a UNESCO Liaison Office temporarily in Ramallah and setting forth the terms and conditions under which the said Liaison Office should operate ;

Have decided to conclude this Agreement and have accordingly agreed as follows :

Chapter II

Headquarters of the Liaison Office

Article 2

The Liaison Office shall legally form part of UNESCO and, as such, shall be under the authority and control of UNESCO. UNESCO shall have the right to make internal regulations applicable at the Liaison Office and to its staff and to establish the necessary conditions for operation of the Office.

Article 3

The premises forming part of the Liaison Office shall be inviolable. Palestinian Authority (PA) law enforcement agents or officials, in the performance of their duties, shall not enter such premises save with the consent or at the request of the Director-General of UNESCO or the person empowered to exercise his/her functions and in accordance with conditions approved by him or her.

Article 4

Without prejudice to the terms of this Agreement, UNESCO shall not permit the Liaison Office to become a place of asylum for persons seeking to evade the due process of law.

Article 5

The PA shall as far as possible take steps to protect the premises of the Liaison Office and to maintain order in its immediate vicinity.

Chapter III

Property, Funds and Assets

Article 6

UNESCO, its property and assets, wherever situated and by whomsoever held, shall enjoy immunity from every form of legal process, except in so far as in any particular case, UNESCO has waived immunity. However, no waiver shall extend to any measure of execution.

Article 7

The archives of UNESCO and, in general, all documents belonging to or held by it by virtue of its functions shall be inviolable wherever they are kept in the Palestinian Authority's Territories (PAT).

Article 8

UNESCO, its property, assets and income shall be exempt from all direct taxation: provided that UNESCO shall pay taxes charged for services rendered.

Article 9

Without being restricted by financial controls, regulations or moratoria of any kind:

- (a) UNESCO may hold and use funds or negotiable instruments of any kind. While the PA recognizes the right of UNESCO to maintain and operate accounts in any currency and convert any currency held by it into any other currency. UNESCO may, nevertheless, freely transfer its funds into Palestinian Territories (PT) and may also, at any time, freely transfer all or part of the balance thereof out of PT, through a non-resident bank account, which for that purpose may be switched into any foreign currency.
- (b) UNESCO shall be free to transfer its funds or currency from one country to another or within the PT, to other organizations or agencies of the United Nations system.

Chapter IV

Officials and Experts

Article 11

Officials of UNESCO assigned to the Liaison Office and other officials on official missions with the Liaison Office, bearing diplomatic or official passports shall enjoy the following privileges and immunities :

- (a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity ;

- (b) Exemption from taxation on salaries and emoluments paid to them by UNESCO : provided that such officials and experts shall not include persons who were locally recruited ;
- (c) They may import into the PAT, free of duty, a passenger car intended for their personal use, on the conditions laid down by the relevant laws, regulations and orders applicable in PAT and after complying with the formalities presented by those laws, regulations and orders ;

Article 12

The privileges and immunities specified in this chapter are granted to officials in the interests of UNESCO and not for the personal benefit of the individuals themselves. The Director-General shall therefore agree to waive the privileges and immunities granted to an official in any case in which the employment of such privileges and immunities would impede the course of justice, provided that this action does not prejudice the interest of UNESCO.

Article 13

UNESCO shall, in, due course, communicate to the PA the names of the persons to whom this chapter applies.

Chapter V

Settlement of Disputes

Article 14

UNESCO shall make the necessary provision for appropriate modes of settlement of :

- (a) Disputes arising out of the performance of contracts or other disputes in private law to which UNESCO is a party ;
- (b) Disputes involving any official of UNESCO who, by reason of his official position, enjoys immunity, if this immunity has not been waived by the Director-General of UNESCO.

Article 15

Any dispute between the Parties to this Agreement concerning its interpretation or application, or any supplementary agreement, if it is not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members : one shall be appointed by the Director-General of UNESCO, another by the Chairman of the PLO, and the third chosen by agreement between the Parties or, if the Parties cannot agree, by the President of the International Court of Justice. The decision of the tribunal shall be final.

Chapter VI

Final Provisions

Article 16

The Parties to this Agreement may conclude such supplementary agreements as are necessary in the field covered by this Agreement. Any amendment to this Agreement shall be in writing and signed on behalf of both Parties.

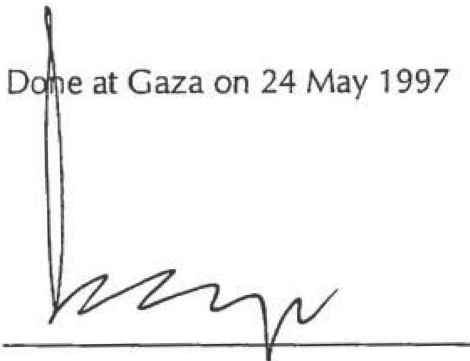
Article 17

This Agreement shall enter into force on the date on which the PLO notifies UNESCO in writing that the Agreement has received legislative approval in accordance with the legislative practices of the PAT.

Article 18

This Agreement and any supplementary agreement concluded between its Parties in accordance with its provisions shall cease to have effect 12 months after the date on which one of the Parties notifies the other in writing of its decision to terminate the Agreement.

Done at Gaza on 24 May 1997

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

Federico Mayor
Director-General
of the United Nations Educational,
Scientific and Cultural Organization

A handwritten signature in dark ink, featuring a large, stylized 'Y' and 'A' with a long diagonal stroke extending upwards and to the right, positioned above a solid horizontal line.

Yasser Arafat
Chairman of the Executive Committee
of the Palestine Liberation Organization
President of the Palestinian Authority

MINISTRY OF FOREIGN AFFAIRS
JERUSALEM

Att: Ms. Elican Haddad

משרד החוץ
ירושלים

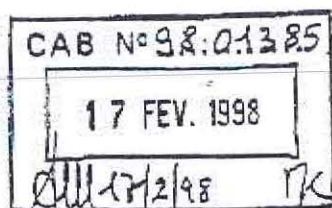
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DIRECTOR GENERAL

Dn. PAL

cc. ADG/DRG

המנהל הכללי



BRX
Jerusalem, 3 February 1998

LA

Sec. DG

Excellency,

I have the honour to refer to your letter of 12 November 1997, concerning the terms of reference governing the work of the recently established UNESCO office in Ramallah.

As you know, Israel supports all efforts to improve the economic and social condition of the Palestinian population of the West Bank and the Gaza Strip. In accordance with this policy, we have encouraged and cooperated with UNESCO's Programme of Assistance to the Palestinian People.

Israel approves of the establishment of the UNESCO office in Ramallah, and views it as being responsible for coordinating and facilitating UNESCO's Programme of Assistance to the Palestinian People in the fields of education and culture. Such activities must, of course, be conducted in a manner which is consistent with the Peace Process and, in particular, with the agreements that have been reached between Israel and the P.L.O., including the Israeli-Palestinian Interim Agreement on the West Bank and Gaza Strip, signed in Washington, D.C. on 28 September 1995.

Israel recognizes that the Programme of Assistance to the Palestinian People is a broad programme, albeit limited by budgetary necessity. We, therefore, expect that the Director of the Ramallah office will have at his disposal appropriate means and staff to fulfill his mission. We believe it important, however, for the credibility and efficiency of the programme, to ensure that these means remain reasonable and proportionate to UNESCO's role. Thus, an international staff of 2-3 (including a driver) and a local staff of about the same size would be appropriate and acceptable.

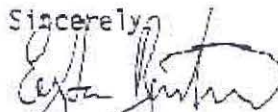
Finally, allow me to refer to the matter of the legal and administrative status of the office vis-a-vis the Israeli authorities. As you know, Israel is party to the Convention on the Privileges and Immunities of the United Nations. Israel is prepared to extend the terms of this Convention, as applied in Israel with relation to other U.N. agencies (such as UNDP and UNRWA) to the new UNESCO office, its foreign staff and related property and funds.

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I believe that the application of the above arrangement offers solutions to the issues that have been raised by your staff concerning the functioning of the Ramallah office. Accordingly, I have instructed the staff of the Ministry of Foreign Affairs to begin to make the necessary arrangements and to coordinate with other governmental offices to ensure that the Convention is applied appropriately in all its aspects.

Sincerely,


Eytan Benisur

His Excellency
Mr. Federico Mayor
Director-General
UNESCO
7, Place de Fontenoy
75352 Paris 07 SP
F r a n c e