

Arrangement

between

**the Minister for Foreign Trade and Development Cooperation of the Netherlands,
hereinafter referred to as the Minister,**

and

**United Nations Relief and Works Agency for Palestine Refugees in the Near East,
hereinafter referred to as the Organisation**

Whereas the Minister is prepared to support the implementation of the Medium Term Strategy 2016-2021 of the Organisation;

Whereas the Minister has decided to provide a voluntary contribution to the General Fund of the Organisation, for support of the implementation of the Medium Term Strategy 2016-2021 of the Organisation (hereafter referred to as 'the Programme') up to a maximum of EUR 13.000.000.- (thirteen million Euro), with the Minister's activity no. 4000001183;

Whereas the Organisation is prepared to take responsibility for the implementation of the Programme;

Whereas the purpose of the Programme is to meet the needs of the Palestine refugee populations and providing access to vital services to them;

The Minister and the Organisation have come to the following Arrangement:

1. The Contribution by the Minister to the Organisation is provided for the period from 1 January 2018 to 31 December 2018.
2. The Organisation will make every reasonable effort to ensure timely and full implementation of the Programme.
3. The Minister bears no responsibility or liability vis-à-vis any third party for projects or activities administered by the Organisation and carried out pursuant to this Arrangement.
4. The Minister's contribution to the Programme will not exceed the amount of EUR 13.000.000,- (thirteen million Euros).
5. Funds payable to the Organisation under this Arrangement will be transferred in one instalment to the Organisation's bank account, as specified below:

10 2 a

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6. The payment of EUR 13.000.000,- (13 million Euro) will be made upon receipt of the countersigned Arrangement.
7. Any interest accrued from temporary credit balances of Programme funds and/or funds remaining due to fluctuations in the exchange rate will be used to supplement the Programme funds.
8. The Organisation will administer and account for the funds in accordance with its financial regulations and other applicable rules, procedures and practices.

9. The Agency will provide the Minister with the Programme and financial reports in accordance with its usual reporting practices.
10. The Organisation and the Minister will from time to time, at the request of either signatory, exchange views through their representatives with regard to the progress in implementing the Programme in conformity with the anticipated schedule and project/programme budget.
11. The contribution is subject exclusively to the internal and external auditing procedures of the Organisation. The Organisation will make available to the Minister the reports of the United Nations Board of Auditors as submitted annually to the General Assembly.
12. The Organisation will give the Minister the opportunity to participate in review, monitoring and evaluation activities with regard to the Programme. The Organisation will notify the Minister of such activities and invite the Minister to participate in them during the implementation of the Programme and upon its completion.
13. The Minister has the right to commission evaluations on its own or jointly with other partners in consultation and coordination with the Organization and without prejudice to the United Nations single audit principle. The cost of such an evaluation will be borne by the Minister. The Organisation will be invited to join. The Organisation will, upon request, assist in providing relevant information in relation to evaluations of the Programme within the limits of its regulations, rules and directives. At the conclusion of any evaluation conducted pursuant to this section, the evaluation report will also be made available in full to the Organisation.
14. The officers responsible for coordinating all matters relating to this Arrangement are:

For the Minister: 10 2 e - Senior Policy Officer
Social & Economic Affairs Division
Multilateral Organisations & Human Rights Department

For the organisation: 10 2 e - External Relations & Projects Officer
External Relations Communications Department
15. The Minister reserves the right to stop transfers and to claim repayment of any funds already transferred and not committed by the Organisation if contractual obligations are not met; or if it emerges, either from reports or from some other source that the funds are not being used or have not been used for the implementation of the Programme agreed. With regard to any funds transferred by the Minister and already committed by the Organisation, the Minister may, for the same reasons as indicated above, request the Organisation to endeavour its best efforts to recover these funds taking into account the Organisation's Financial Regulations and Rules. The Minister will consult with the Organisation in advance in case the Minister considers initiating any such actions.
16. In the event the Minister stops any transfer of funds, the Organisation reserves the right to suspend, reduce or terminate any or all project activities. The signatories will immediately consult with a view to resolving the matter.
17. The Organisation will require that its staff and consultants deployed on projects or programmes financed by the Minister will not offer to third parties, or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.
18. If any dispute arises between the signatories concerning the interpretation, application or implementation of this Arrangement or with regard to any further Arrangement which may result therefrom, which cannot be settled amicably, either signatory may invite the other to conciliate under the Permanence Court of Arbitration Optional Conciliation Rules, as in effect on the date of signature of this Arrangement. The number of conciliators will be one.
19. Nothing in or relating to this Arrangement will be deemed a waiver, expressed or implied, of any of the privileges and immunities the Organisation and/or the United Nations enjoy under applicable legal instruments and International law.

Signed in duplicate in the English language.

For the Minister for Foreign Trade and
Development Cooperation of the Netherlands

Name:

Date:

For UNRWA

Name:

Date: