

## TECHNICAL AGREEMENT

BETWEEN

THE DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION OF THE  
MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

AND

THE MINISTRY OF FINANCE & PLANNING OF PALESTINE (MOFP)

ON THE PROGRAM:

<p><b>IRADA</b> <b>WOMEN INFORMING RESPONSES FOR THEIR AGENCY, DEVELOPMENT AND ADVOCACY</b></p>
---

### Preamble

The Directorate General for Development Cooperation of the Ministry of Foreign Affairs and International Cooperation of the Italian Republic (hereinafter "DGCS") and the Ministry of Finance & Planning of Palestine (hereinafter "MOFP"), hereinafter referred to as the "Parties", have decided to enter into this Technical Agreement, hereinafter referred to as the "Technical Agreement", for the implementation of the initiative **IRADA**

WHEREAS a strong relationship is established between the Italian Government and Palestine, in particular through the implementation of significant bilateral cooperation;

WHEREAS During the First Joint Ministerial Committee held in Rome (November 23<sup>rd</sup> 2012) and the Second Joint Ministerial Committee held in Ramallah (June 29<sup>th</sup> 2015) a pledge has been issued by the Italian Government specifically for the implementation of cooperation initiatives in the Gender Equality and Women's Empowerment sector;

- WHEREAS On November 23<sup>rd</sup> 2012, the *Development Cooperation Framework Agreement between the Government of the Italian Republic and Palestine* has been signed by Parties.
- WHEREAS Palestine is in the process of defining the National Policy Agenda 2017-2022. Italy is contributing to the definition of the Palestine-European Joint Strategy in support of and alignment with the National Policy Agenda (NPA). As EU Lead Donor in Gender Equality, Italy backs Palestine efforts to mainstream gender across the NPA and the different sectors. Particularly, for what concerns this technical agreement, Italy supports the goal of establishing good governance policies to promote gender equality and women's empowerment.
- WHEREAS The Palestinian National Development Plan 2014-2016 Social Protection and Development strategic objectives focus on gender-responsive policy-making, women's empowerment, more protection and access to justice and better participation in the labour market and public life.
- WHEREAS The Palestinian Cross-Sectoral National Gender Strategy 2014-2016 specifically focuses on (Obj 1) increasing women's participation in the labour force; (Obj. 2) reducing all forms of violence against women; (Obj. 3) increasing women's participation in decision-making institutions; (Obj. 4) women's access to all basic services; and (Obj. 5) mainstreaming and universalize gender issues.
- WHEREAS DGCS and MOFP have agreed to allocate part of the above mentioned pledge to support good governance policies to promote gender equality and women's empowerment.
- WHEREAS The Italian Joint Committee ("Comitato Congiunto") has approved IRADA program (hereafter "Program") and committed related funds, on 29/07/2016 decree n. 8069.
- WHEREAS DGCS strives to comply with the Paris Declaration Principles of Aid Effectiveness, including strengthening Palestine's ownership of the development process and alignment with national development strategies by providing technical cooperation support for capacity development requirements.

The Parties hereby agree to implement the Initiative according to the following:

### **Article 1. Purpose of the Technical Agreement**

- 1.1 This Technical Agreement establishes the mutual obligations of the Parties concerning the financing and the implementation of the Program.
- 1.2 In this context, it defines modalities and procedures for management, crediting, disbursement, procurement, monitoring, evaluation and reporting related to the Program.

## **Article 2. Parts of the Technical Agreement**

2.1 This Technical Agreement consists of 13 Articles and two annexes:

- Annex 1 - Program Document.
- Annex 2 - Procurement Guidelines

2.2 The above-mentioned annexes will be considered an essential and substantial part of the Technical Agreement. In case of inconsistency, the Technical Agreement herein shall prevail over the annexes.

## **Article 3. Program description**

3.1 The Program aims to contribute to building an enabling environment to gender equality and equity in Palestine.

3.2 General Objective. The Program contributes to support good governance policies to promote gender equality and equity and women's empowerment.

3.3 Specific Objectives. As described in the Program Document (Annex 1), within the time span of the intervention, the Program wants to achieve the following:

- Promoting women's economic security, safety and decent work.
- Improving gender statistical analysis.
- Supporting gender based violence protection policies.
- Fostering the harmonization of domestic legislation with international human rights principles, particularly those embedded in CEDAW.

3.4 The Program includes a grant component (amounting to Euro 1.500.000).

3.5 The Italian Agency for Development Cooperation (hereinafter "AICS") shall be the implementing Agency of the Program.

3.6 Part of the grant component, amounting to Euro 850.000, will be transferred to MOFP as earmarked budget support for the benefit of Ministry of Social Development (MoSD), for a total amount of Euro 750.000 and to Palestinian Central Bureau of Statistics (PCBS) for a total amount of Euro 100.000. The remaining part of the grant component will be managed by AICS for a total amount of Euro 650.000.

3.7 All the transactions on the grant component – budget support shall be recorded in financial reports issued by MoSD, according to Art. 5 and Art. 9 of the present Technical Agreement.

3.8 All the financial reports shall be audited by an independent Chartered Accountant in accordance with internationally accepted audit standards (IFAC and INTOSAI). The cost of auditing services will be borne by the grant component and the AICS will be the contracting authority.

## **Article 4. Management structure and procedures**

4.1 The main Institutions and Bodies involved in the implementation of the Program are:

### **4.1.1 For the Palestinian side:**

- (a) The MOFP, acting as the Palestinian counterpart for this Technical Agreement, ensuring that all Palestinian bodies involved in the Program will fulfill their obligations,
- (b) The MoSD, acting as the executing agency for activities reported in the Program Document (Annex 1).
- (c) The PCBS, acting as the executing agency for activities reported in the Program Document (Annex 1).

### **4.1.2 For the Italian side:**

- (a) The DGCS, acting as:
  - the Italian Counterpart for this Technical Agreement, ensuring that all Italian bodies involved will fulfill their obligations,
- (b) The AICS – Jerusalem Office that will contribute to the management and supervision of the overall Program implementation and will act as:
  - the financing body,
  - the provider of the technical assistance, through a pool of locally based Italian experts,
  - part of the Program control system.

4.2 The Parties, having properly informed all the above-mentioned Institutions, will provide them with a copy of the present Technical Agreement. The Parties will ensure that such Institutions will fulfill, for what concerns each of them, the obligations of the Technical Agreement.

4.3 The Program will be implemented on the basis of an annual Operational & Financial Plan, prepared by the MoSD and AICS in accordance with the activities planned and described in the Program Document (Annex 1).

4.4 The overall supervision of the Program will be granted by the Advisory Committee (hereafter “AC”), which will: provide guidelines, approve the annual Operational & Financial Plan prepared by the MoSD and AICS and measure the impact of the initiative against expected results.

4.5 The AC will be composed by a high level representation that should act on policy & strategic level as follows:

- One representative of MoFP – Chairperson of the AC.
- One representative of the MoSD.
- Two representatives of the Italian side.

4.6 The AC may take benefit of inputs and proposals coming from different stakeholders, such as: Ministry of Agriculture, Ministry of Labour, Ministry of Justice, Ministry of

National Economy, Ministry of Women's Affairs, Women Business Associations and Cooperatives' Associations, Civil Society Organizations, as well as other parties and any other institution and/or body working on the Program goals.

- 4.7 AC meetings will be held on a six-month basis and will approve Annual Operational & Financial Plans provided by MoSD. Additional meetings may be called by the AC Chairperson, upon agreement of the other members. Decisions will be taken by consensus based voting procedures.
- 4.8 Procurement procedures of the Program related to the execution of the Biannual Work Plans:
  - 4.8.1 The procedures adopted for procurement related to the execution of the Program shall be carried out under the responsibility of MoSD and PCBS with the support and assistance of AICS.
  - 4.8.2 Purchases of goods and services not exceeding EUR 40.000 (forty thousand) under the present Technical Agreement will abide to the rules and procedures of the MOFP.
  - 4.8.3 Procurement activities, for amount exceeding Euro 40.000 (forty thousand) shall abide to the rules and procedures in the most recent version adopted by the European Commission PRAG as well as the Procurement Procedures (Annex 2). Moreover, a no-objection from AICS shall be requested prior to signature of the contracts above Euro 300.000.

#### **Article 5. Disbursement procedures of the earmarked budget support funds**

- 5.1 The financial resources of Euro 850.000 will be transferred by AICS to MOFP as earmarked budget support for the benefit of the MoSD (Euro 750.000) and PCBS (Euro 100.000).
- 5.2 Funds will be transferred by AICS to a dedicated Single Treasury Account (STA) to be opened by MOFP at the Arab Bank, Al Masyoun Branch, n. 9090-100084-557 and named "STA – IRADA".
- 5.3 The MOFP will in turn transfer the funds to two Special Accounts at the Bank of Palestine n. 2222205 and 2222104, IBAN numbers PS28PALS045822222050333001000 and PS82PALS045822221040333001000 opened by/for MoSD and by/for PCBS and named "Special Account – IRADA MoSD" and (hereafter, "Special Account") "Special Account – IRADA PCBS".
- 5.4 The Special Accounts will be managed respectively by the MoSD and PCBS; MoSD and PCBS, according to the Biannual Operational & Financial Plan, will prepare a Biannual Work Plan for the proposed biannual expenditures. Expenditures will be performed upon request from MoSD and PCBS and prior approval by AICS of the Biannual Work Plan.
- 5.5 Expenditures will be performed through bank drafts with mandatory signatures of authorized signatories of MoSD and of PCBS.



- 5.6 Upon signature of the present Technical Agreement, approval of the Annual Operational & Financial Plan by the AC and request from the MOFP containing the bank account details as per above paragraph 5.2, AICS will transfer the funds into one instalment.
- 5.7 The MoSD will have responsibility on: accounting system, financial management, expenditure tracking and records filing, and will provide to the MOFP and AICS full accessibility to all documents, for financial reconciliation purpose.
- 5.8 Interest accrued on the funding shall be fully accounted for in the Special Account and tracked in the financial records. A statement of the accrued interests should be submitted to AICS for tracking purposes. These funds can only be used for the benefit of the Program, for implementing activities, after formal agreement between the Parties.
- 5.9 At Program conclusion, a Final Report, as described at Art. 9 will be prepared by the MoSD and by the PCBS and submitted to the MOFP and AICS, after analysis and endorsement by the AC.
- 5.10 The Final Report shall be complemented by a Report audited by an independent Chartered Accountant.
- 5.11 After completion of the Program any unused money shall be returned to AICS.
- 5.12 The MOFP and AICS may, either jointly or separately, and at any time during the duration of this Technical Agreement or any renewal or extension thereof, evaluate the implementation of the Program. The cost of such evaluation shall be borne by the Party initiating such evaluation.

#### **Article 6. Budget reallocations**

- 6.1 Increasing or decreasing a budget line allocation by less than 10% of its original figure, is allowed through a decision of the AC, that shall timely communicate in writing the approved reallocation to AICS.
- 6.2 Reallocations equal to or exceeding 10% of a budget line original figure will require a written approval by AICS and an amendment to the present Technical Agreement.
- 6.3 All Budget line reallocations shall be carefully reflected in the Program reporting documents.

#### **Article 7. Obligations of DGCS and AICS**

- 7.1 To assure, through assigned staff, Program monitoring, control and evaluation; a particular attention will be allocated to resources utilization, in relation to goals achievement within the planned timeframe.

- 7.2 To support, where needed, planning and training activities organizing technical assistance missions.
- 7.3 To provide a total grant fund of Euro 850.000 to MoFP as earmarked budget support for the benefit of MoSD (Euro 750.000) and PCBS (Euro 100.000). The grant fund provided as earmarked budget support will be allocated as reported in the Program Document (Annex 1).

#### **Article 8. Obligations of the MOFP**

- 8.1 To open the STA bank account, as described in Art. 5.2.
- 8.2 To overview the management of the financial resources provided to the Program by the present Technical Agreement, ensuring that funds will be used according to criteria of transparency, competitiveness and good governance.
- 8.3 To assure that the MoSD and PCBS will:
- Open the Special Account, as described in Art. 5.3
  - Submit to the AC all Technical and Financial Reports foreseen in this Technical Agreement, to be forwarded to AICS.
- 8.4 To facilitate a fruitful collaboration between Palestinian institutions involved in the Program and AICS, including the possibility of AICS personnel to access to the Program areas and to the Program technical documentation for monitoring and evaluation purposes.

#### **Article 9. Reporting**

- 9.1 The **Final Report** will be composed by the following documents:
- (a) The **Final Technical Report** on activities performed; this report will include:
- the overall comparison between Program expected results and the achieved ones;
  - the list of actions initially planned in the endorsed Annual Operational & Financial Plan, detailing activities, components and beneficiaries;
  - a detailed description of implemented activities and achieved results, in comparison to the Annual Operational & Financial Plan and according to agreed indicators;
  - The list of all technical issues faced by the Program in the period and related implemented solutions.
- (b) The **Final Financial Report** on expenditures performed. This report shall include:
- a copy of the approved budget, as per the Annual Operational & Financial Plan, split according to budget items, detailing planned expenditures per activity, component and beneficiaries.

- the list of performed expenditures, split according to budget items, detailing payments per activity, component and beneficiaries and the calculated total balance.
  - an official financial statement of the Special Account.
  - the list of financial issues/problems faced by the Program, together with the related implemented solutions.
- (c) The **Final Procurement Report**, related to the purchase of goods and/or services through the grant component – budget support. Such a report should illustrate the number of procurement processes implemented in the period, as well as the used bidding procedures, their outcome and a list of issues/problems faced, with related implemented solutions.

## **Article 10. Prevention of Corruption and Fraud**

- 10.1 The parties are firmly committed to preventing and detecting fraudulent and corrupt practices. Parties will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the organization, observe the highest standard of ethics and integrity.
- 10.2 The Parties, in accordance with its regulations, rules and directives, will ensure that any allegations of fraud and corruption in connection with the implementation of the Project are reported to the qualified Office in a timely manner. Credible allegations will be investigated by the Parties in accordance with its regulations, rules, policies, procedures and best practice. The parties will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken.
- 10.3 Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Technical Agreement, the Parties will:
- (a) Use reasonable efforts to recover any part of the Contribution, which the qualified Office has established as being diverted through fraud or corruption.
  - (b) In connection with (a) above, in consultation with the qualified office, give proper consideration to referring the matter to the appropriate authorities of the State where the fraud or corruption is believed to have occurred; and
  - (c) As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution above, or credit it to a mutually agreed activity



## **Article 11. Impediments and Force Majeure**

- 11.1 In case of impediments to the implementation of the Program due to causes of *force majeure* recognized by both Parties according to practice (such as war, flood, fire, typhoon, earthquake, labor conflicts and strikes, acts of any government, or other causes) or in case of peril or unsafe conditions for the expatriate personnel, the following provisions shall apply:
- 11.2 Within the first 6 (six) months of impediment the Program activities shall be suspended and the residual funds shall be frozen until the impediment finishes and AICS authorizes resumption of Program activities;
- 11.3 In case the duration of the impediment is greater than 6 (six) months, the Parties shall agree on the destination of the residual funds, which can be made available after exchange of letters between the Parties, notifying each other the conclusion of the internal approval procedures.

## **Article 12. Suspension of the disbursement by DGCS**

- 12.1 DGCS reserves the right to terminate this Technical Agreement in the following events:
- 12.2 In case of serious non-fulfillment by the MoFP and/or by MoSD and/or PCBS; this includes the following events:
  - Untimely Program startup, i.e. within the first semester after reception of the funds;
  - Extended unmotivated delays in the utilization of the granted funds, jeopardizing program implementation;
  - Utilization of granted funds for implementing activities not relevant to the Program, as described in this Technical Agreement and Annexes;
  - Serious faults in the management of granted funds, detected by the independent Chartered Accountant as per Art. 5, or by AICS staff.
  - In case of impediments as per Art. 10.
- 12.3 In any case, the Special Account shall remain operational until all expenditures incurred by MoSD have been satisfied.

## **Article 13. Settlement of disputes, Amendments and Coming into effect**

- 13.1 Any dispute between the Parties arising out of the implementation of this Technical Agreement shall be settled amicably by consultations or negotiations between the Parties.
- 13.2 The Parties may modify this Technical Agreement, including its Annexes, at any time. Any modification must be set out in written form such as an exchange of communications by Parties.
- 13.3 This Technical Agreement shall come into effect upon its signature by both Parties.

- 13.4 This Technical Agreement shall remain into force until Program's completion.
- 13.5 This Technical Agreement does not undermine the rights and obligations deriving from other international agreements, multilateral and bilateral, that are binding for the Parties.

In witness thereof the undersigned, duly authorized, have signed the present Technical Agreement.

Done in in two originals, each in English language, both texts being equally authentic.

Date: **24 -07- 2017**  
Place:



For and on behalf of DGCS

FABIO SOKOLOWICZ  
Consul General of Italy

Date: **24 -07- 2017**  
Place:

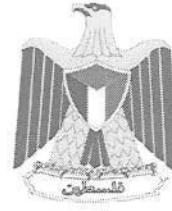


For and on behalf of MoFP

SHUKRI BISHARA  
Minister of Finance & Planning



*Agenzia Italiana per  
la Cooperazione allo Sviluppo*



ANNEX 1

## PALESTINE

### IRADA

**Women Informing Responses for their Agency, Development  
and Advocacy**

### *Project Fiche*

---

April 2016

## ACRONYMS

**AC** ADVISORY COMMITTEE

**AICS** ITALIAN AGENCY FOR DEVELOPMENT COOPERATION

**AL-MUSTAQBAL** SPORT ACADEMY

**ANP** PALESTINIAN NATIONAL AUTHORITY

**BZU-IWS** BIR ZEIT UNIVERSITY INSTITUTE OF WOMEN'S STUDIES

**CI** ITALIAN DEVELOPMENT COOPERATION

**EUREP** OFFICE OF THE EUROPEAN DELEGATION IN JERUSALEM

**GES** GENDER EQUITY SEAL

**GEWE** GENDER EQUALITY AND WOMEN'S EMPOWERMENT

**LMOP** LABOUR MARKET ORIENTATION POINTS

**MOFP** MINISTRY OF FINANCE AND PLANNING

**MOL** MINISTRY OF LABOUR

**MOSD** MINISTRY OF SOCIAL DEVELOPMENT

**MOWA** MINISTRY OF WOMEN'S AFFAIRS

**NPA** NATIONAL POLICY AGENDA 2017 – 2022

**PCBS** PALESTINIAN CENTRAL BUREAU OF STATISTICS

**PCDCR** PALESTINIAN CENTRE FOR DEMOCRACY AND CONFLICT RESOLUTION

**PNDP** PALESTINIAN NATIONAL DEVELOPMENT PLAN 2014-2016

**PWWSD** PALESTINIAN WORKING WOMEN SOCIETY FOR DEVELOPMENT

**SAWA** ALL THE WOMEN TOGETHER TODAY AND TOMORROW

**SDG** SUSTAINABLE DEVELOPMENT GOAL

**WCLAC** WOMEN'S CENTRE FOR LEGAL AID AND COUNSELING

**WELOD** WOMEN'S EMPOWERMENT AND LOCAL DEVELOPMENT

1. PROJECT FICHE				
Country	Palestine			
Title	IRADA - Women Informing Responses for their Agency, Development and Advocacy			
Channel	Bilateral ("fondo in loco" managed by AICS and budget support as per Art. 7 L. 125/2014).			
Funding	Grant			
Promoting party	Italian Agency for Development Cooperation			
Implementing party	Italian Agency for Development Cooperation, Ministry of Social Development, PCBS			
Duration	12 months			
Total budget	Euro	1.500.000	%	100
AICS contribution	Euro	1.500.000	%	100

2. PRESENTATION OF THE PROJECT				
<b>2.1 Summary</b>				
<p>The initiative IRADA - Women Informing Responses for their Agency, Development and Advocacy, as foreseen in the 2016 Strategy of the Italian Cooperation in Palestine, approved on 14 April 2016, is complementary and transversal to the on-going initiatives of WELOD 3 (AID 10119).</p> <p>With a total budget of EUR 1,500,000 the initiative intends to support good governance policies for the promotion of gender equality and equity and for women's empowerment. This objective is in line with the Palestinian National Development Plan (PNDP) 2014-2016, with the Cross-sectoral National Gender Strategy 2014-2016 and with the Palestinian National Strategy to Combat Violence against Women 2011-2019. The initiative also responds to the priorities identified at the international level (in the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) and the Sustainable Development Goals 2015-2030) and at the European level (in the EU Joint Staff Working Document Gender Equality and Women's Empowerment 2016-2020 and in the Staff Working Document Strategic Engagement for Gender Equality 2016-2019).</p> <p>In particular, the initiative aims at promoting policies and actions for decent work for women, women's participation in decision-making, youth inclusion and on combating gender-based violence, including through support to the collection and analysis of gender statistics. The initiative is constituted by four components: 1) Support the establishment of the National</p>				



Observatory on Gender Discriminations at Work (Direct management by AICS); 2) Promotion of policies and actions for decent work, women's participation in decision-making, youth inclusion and on combating gender-based violence (Direct management by AICS); 3) Support the activities of PCBS on collection of gender statistics for monitoring SDG 5, CEDAW and Res. 1325, for the Census 2017 and for related publications (Budget support for the PCBS); 4) Support the activities of MoSD on protection, assistance and shelter of women and children victims of violence and for economic empowerment (Budget support for MoSD).

The main beneficiary is, both directly and indirectly, the Palestinian population that benefits from the training, awareness and the positive impact of all the activities carried out in favor of socio-economic empowerment of women and the fight against gender-based violence.

## 2.2 Financial overview

N.	Main results	Cost (Euro)		% of the total
		Funding Sources		
		Italy – Fondo in loco	Italy – Budget Support	
1	Support the establishment of the National Observatory on Gender Discriminations at Work	70.000,00	---	4,66
2	Promotion of policies and actions for decent work, women's participation in decision-making, youth inclusion and on combating gender-based violence	330.000,00	---	22
3	Support the activities of PCBS on collection of gender statistics for monitoring SDG 5, CEDAW, Resolution 1325, for the Census 2017 and for related publications	---	100.000	6,66
4	Support the activities of MoSA on protection, assistance and shelter of women and children victims of violence and for economic empowerment	---	750.000	50
5	Coordination and management	250.000	---	16,66
	<b>Total</b>	<b>650.000,00</b>	<b>850.000</b>	
	<b>Total per funding source</b>	<b>650.000,00</b>	<b>850.000</b>	
	<b>% per funding source</b>	<b>43,33</b>	<b>56,66</b>	
	<b>Grand total</b>	<b>1.500.000,00</b>		<b>100</b>

### 3. PRESENTATION OF THE PROJECT

#### 3.1 General objective

The **overall goal** of this proposal is to "Support good governance policies for the promotion of gender equality and equity and for women's empowerment ". This objective is in line with the Palestinian National Development Plan (PNDP) 2014-2016, in which the gender-based approach and gender mainstreaming are among its Development Policies Principles.

Moreover, the strategic objectives of the PNDP on "Social Protection and Development" are based on the development of policies that integrate a gender perspective, on policies on women's empowerment, on protection, on access to justice and on women's political and labor market participation.

The initiative is also in line with the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the Sustainable Development Goals (SDGs) 2015-2030, in particular the SDGs 5 (gender equality), 8 (decent work) and 10 (fight against inequality). It also takes up the themes covered by the 60th Commission on the Status of Women, held in New York from 14 to 24 March 2016, related to "Women's Empowerment and its Link to Sustainable Development" and to "the Elimination and Prevention of All Forms of Violence against Women and Girls".

#### 3.2 Specific objective

The specific objective of the proposal is "the promotion of policies for decent work for women and the elimination of gender-based violence, including through support to the collection and analysis of gender statistics".

This objective addresses the need to ensure decent working conditions for women, to monitor women's informal work and to strengthen the structures for shelter and care of women victims of gender violence. This will be realized through the promotion of gender-sensitive policies aimed also at the reintegration of women who have suffered from violence.

At the local level, the objective responds to the 5 priorities of the Cross-sectoral National Gender Strategy 2014-2016: (1) Increased women's labor market participation; (2) Combating gender-based violence; (3) Women's Political participation; (4) Access to basic services; (5) Gender mainstreaming. It also meets the objectives of the Palestinian National Strategy to Combat Violence against Women 2011-2019, specifically aimed at combating gender-based violence in all its forms.

At the European level, the specific objective is in line with priority n. 6 (gender statistics), n. 7 (fight against gender violence) and n. 14 (decent work) of the EU Joint Staff Working Document Gender Equality and Women's Empowerment 2016-2020 and with the following priority areas identified in the Staff Working Document Strategic Engagement for Gender Equality 2016-2019: increasing women's participation in the labor market and equal economic independence; promoting equality between women and men in decision-making, combating gender-based violence, protecting and supporting the victims of gender-based violence. The initiative is also in line with the recommendations of the EU Mapping Study of Civil Society in Palestine - Update

2015. Civil Society Facility South aimed at promoting the development of "resource centers" at the regional level and the involvement of civil society.

Finally, the initiative is in line with the priority areas set out in the Guidelines of the Italian Development Cooperation for 2014-2016: "Promoting human rights, gender equality, democratic participation, improving governance and support of civil society" and "endogenous economic development, inclusive and sustainable, of the private sector through support to the financial system". It also reflects the principles of the Guidelines for Gender Equality and Women's Empowerment 2010 of the DGCS: (1) women's rights and combating gender-based violence; (6) women's participation in governance; (7) Women's economic empowerment.

### 3.3 Beneficiaries

The main beneficiary of the initiative is, both directly and indirectly, the Palestinian population that benefits from the training, awareness and the positive impact of all the activities carried out in favor of socio-economic empowerment of women and the fight against gender-based violence. Direct beneficiaries are:

- About 1,000 women who will use the services made available to them by 11 Tawasol;
- About 300 women of the anti-violence services, including the beneficiaries of the activities on socio-economic empowerment and on protection from violence;
- About 40 children that will use the services made available to them by the anti-violence services;
- The members of at least 250 Palestinian women's organizations and other civil society organizations working in favor of women;
- The officials of at least 35 local institutions members of the Tawasol;
- About 4,000 people who will use the helpline 121
- About 200 girls who will acquire competences in digital animation techniques;
- Approximately 15 young women who will benefit from the activities on professional training in East Jerusalem
- About 40 women and children which will use the protected space at the Tawasol in Nablus
- About 80 women particularly marginalized in the Gaza Strip that will benefit from the literacy classes

- Local counterparts:

- The staff of the MoSD, in particular the operators of Mehwar center and social workers of the local directorates (about 30 people)
- The staff of the anti-violence centers of Nablus, Jericho and Mehwar and of the anti-violence services of Dura, Yatta and Jenin (about 50 people)
- The Governorates, in particular the 11 Directors of the Tawasol Centres/Directors of the Departments Women and Children and the 11 assistants of the Labour Market Orientation Points
- The specialized professionals who will benefit from the training both at university level and at the level of public facilities from the MoSD, MoH, MoJ and Police (about 25 people)
- The staff of PCBS who will benefit from the training on collection and analysis of gender statistics (about 5 people)
- The MoL personnel who will receive specific training on gender discrimination in the workplace (about 5 people)

Indirect beneficiaries are:

Palestinian politicians and decision makers; the Palestinian NGO staff and the institutions that will participate in the activities promoted by the initiative, all the Palestinian women who will indirectly benefit from capacity building of institutions and non-governmental organizations and, in general, the whole Palestinian population through the greater involvement of women in the economic, social and political sphere.

### 3.4 Activities

### **A.1 - Technical assistance and capacity development for the establishment of the National Observatory on Gender Discrimination in the Workplace**

The initiative IRADA aims at facilitating the monitoring of gender discrimination in the workplace. MoL and the Labour Market Orientation Points (LMOP) of the Tawasol centers will work together within an agreement already signed with the MoWA for the management of the LMOP.

For this purpose, the following activities will be realized through consulting contracts with private companies and with the MoL:

- 1.1. Feasibility study and start data collection for the establishment of the Observatory
- 1.2. Training of personnel involved in the MoL and in the Labour Market Orientation Points of Tawasol centers
- 1.3. Information and communication activities

At the end of the implementation phase, it is expected that the Centre will produce a summary data book on an annual basis.

### **A.2 – Activities to promote policies and actions for decent work, women's participation in decision-making, youth inclusion and on combating gender-based violence**

The initiative will support actions for planning and advocacy that will focus on women's participation in decision-making and on combating gender-based violence. Based on the positive past experience, the implementation of these activities will be given to Tawasol centres through contracts with the respective governorates.

The initiative aims also at addressing the access to education for particularly marginalized women, providing a literacy course for 80 women particularly marginalized in the Gaza Strip with the aim of improving the working opportunities. This activity will be implemented through an agreement with the NGO WATC, which has previously and successfully carried out similar actions in the Gaza Strip.

Finally, the proposal will support the fourth year of the training course by BZU-IWS for the operators of anti-violence services, as strongly requested by local counterparts MoSD and by the anti-violence services, the strengthening of the helpline 121 on gender-based violence managed by SAWA NGOs and the creation of a safe space for parents and children in need in the Tawasol of Nablus (whose implementation will be entrusted to the NGO PCDCR). Finally, the proposal contains actions to support civil society, adolescent girls from disadvantaged socio-economic situations will be trained on "stop motion animation" techniques to increase their work opportunities.

The activities will be the following:

- 2.1. Development and implementation of annual plans of Tawasol centres focused on decent work and on women's participation in decision-making
- 2.2. Fourth year of the training course for operators of anti-violence services
- 2.3. Training course for coordinators of Tawasol centers in labor policies and decision-making processes
- 2.4. Literacy course for marginalized women
- 2.5. Strengthening the helpline 121 on gender-based violence
- 2.6. Creating a space for protected meetings for parents and children in need in the Governorate of Nablus
- 2.7. Training opportunities for adolescent girls from disadvantaged socio-economic situations
- 2.8. Supporting the activities of civil society in East Jerusalem for the advancement of women and youth rights

### **A.3. - Support the activities of PCBS on collection of gender statistics for monitoring SDG 5, CEDAW, Res. 1325, for the Census 2017 and for related publications**

Through a budget support component, this initiative aims at improving the collection and analysis of gender statistics. This is in line with the request of the local counterparts as well as with the need for improvement in national gender statistics expressed by a number of actors working in the development cooperation sector in Palestine. The PCBS has proposed to focus on the definition of indicators and tools for monitoring the SDGs, particularly SDG 5, which will be also needed for monitoring the NPA 2017-2022, and of the indicators needed for reporting on CEDAW and Resolution 1325. In addition, the PCBS has required support to ensure the inclusion of disaggregated data and gender analysis, where necessary, in the Census 2017, currently under preparation and for the institutionalization of the gender indicators based on the Administrative Records, including the development of a national strategy.

The activity will be the following:

3.1. Training and start-up of the collection of gender statistics for monitoring the SDG 5, CEDAW, Res. 1325 and for the Census 2017, including related publications and a specific national strategy.

#### **A.4 – Support the activities of MoSD on protection, assistance and shelter of women and children victims of violence and for economic empowerment**

Through a budget support component, the initiative aims at increasing the capacity of protection, assistance and shelter of women and children victims of violence and to promote the economic empowerment of women victims of violence and of marginalized women through specific training and support.

The activity will be the following:

- 4.1. Support the Mehwar center
- 4.2. Support to the anti-violence center in Nablus
- 4.3. Support to the reception center of Jericho
- 4.4. Support the anti-violence services in Yatta, Dura and Jenin
- 4.5. Workshop on the revision of the anti-violence services in order to unify procedures and methods of intervention.
- 4.6. Support to the Directorates of Social Development of the MoSD
- 4.7. Women's economic empowerment

### **3.5 Results and indicators**

**RESULT 1.** The National Observatory of Gender Discrimination at Work is constituted at MoL as per the *INDICATORS*:

- N. of human and material resources employed at MoL for the detection of gender discriminations at work
- N. of reports produced in 3 months of activities

**RESULT 2.** The Tawasol Centre and the local institutions adopt policies for the promoting the decent work, women's participation to the decisional processes and to combat GBV

As per the *INDICATORS*:

- N. of annual workplans of Tawasol centers that include actions in favor of women's decent work
- N. of awareness raising material published from Tawasol centre on women's decent work
- N. of public events realized
- Degree of satisfaction of the member organizations of Tawasol



- N. of course's hours on GBV realized by IWS-Birzeit University
- N. of participants at the beginning and at the end of the course
- N. of course's material published
- Results of the evaluation tests of the beneficiaries of the GBV university course
- N. women supported by helpline 121 on gender-based violence
- N. children that benefit from the services provided by the creation of the protected space
- Degree of satisfaction of civil society and of the beneficiaries
- The results of the evaluation tests
- N. photo / video / animation material produced on gender issues, rights and diversity in East Jerusalem
- Results of the training evaluations
- Degree of beneficiary satisfaction

**RESULT 3.** The PCBS has increased the statistics on gender

as per the *INDICATORS*:

- N. of indicators defined for the monitoring of target 9 of the SdG 5
- N. of human resources trained for the definition and detection of gender data
- Qualitative evaluation test of the human resources trained at PCBS
- N. of monitoring tools developed (SdG 5, CEDAW, Res. 1325 and Census 2017)
- N. of interviews realized (SdG 5 and Census 2017)
- N. of relevant reports realized

**RESULT 4.** MoSD and the services supported by MoSD incremented their capacity to protect and assist women and children victims of violence, the quantity of the intake cases and the programs aimed at the economic empowerment of women victims of violence and/or in difficulty

As per the *INDICATORS*:

- N. of women and children sheltered
- Typology of intake cases
- N. of staff in the antiviolenence services
- N. and typology of the awareness raising activities realized
- Qualitative results of the training delivered to the staff
- Qualitative results of the evaluation
- Qualitative results of the training on women's economic empowerment
- N. of women supported through specific programs on economic empowerment

### **3.6 Duration**

12 months.

## **4 IMPLEMENTATION METHODOLOGY**

### **4.1 Executive responsibility**

The executive responsibility of the project will fall under AICS as well as the public institutions beneficiary of the budget support:

- Ministry of Social Development (MoSD)
- Palestine Central Bureau of Statistics (PCBS)

MoSD, already partner of the Italian Cooperation in the programme WELOD 3, is one of the main stakeholders in combating Gender Based Violence in Palestine and in fostering women's economic empowerment. MoSD leads the "Social Protection Sector Strategy 2014-2016" that highlights the need for an integrated approach to the economic and the social empowerment of women, from the domestic environment to the wider social context. Thanks to MoSD, for the first time in Palestine a "Poverty Plan" has been developed. This is a mapping of poverty and socio-demographic changes in every Governorate and it focuses on different aspects such as unemployment, education level, increase of violence, etc.

Finally, concerning the fight to gender based violence, MoSD is the institution that supervises and coordinates the different antiviolence services in the framework of the "Referral System" realized by MoSD itself in 2010.

PCBS is a national institution aiming to develop and improve the Palestinian official statistic system. The Bureau also supply official statistics to the governmental and non-governmental institutions, to the private sector, research institutes and universities. Moreover, data are disseminated through periodic reports and PCBS online database.

#### **4.2 Methodology and procedures**

The project will be regulated by a Technical Agreement signed between the Ministry of Finance & Planning, representing the PNA, and AICS, representing the Italian Government. The Technical Agreement and Annexes will define the objectives, beneficiaries, results and the allocation of total funding between "fondo in loco" (managed by AICS) and budget support (managed by PMA, PCMA and MOFP).

To supervise the implementation and provide guidelines, an Advisory Committee (AC) will be established, gathering representatives from the MoFP, MoSD, PCBC and AICS. The AC will meet at least bi-annually.

As for the budget support funds, they will be transferred following the approach adopted for the 2013-2015 programs:

- Upon the signature of the Technical Agreement, MoFP, MoSD and PCBS will prepare the Annual Operational Plan, with the AICS technical assistance.
- The Annual Operational Plan will be approved by the AC.
- The MOFP asks for the disbursement of the budget support (EUR 850,000) from AICS.
- AICS disburses the funds to the "single treasury account", opened by MOFP.
- MOFP, MoSD and PCBS prepare the respective Biannual Work Plans, where the activities and related costs are detailed.
- The Biannual Work Plans are approved by AICS.
- The MOFP proceeds with disbursing the related funds to the MoSD and PCBS "special accounts".

At the end of the projects, MOFP, MoSD and PCBS will present to AICS an exhaustive narrative and financial report on the activities carried out through the budget support. The report will also evaluate the impact of the project, against the expected results and indicators. Finally, the MOFP will take care of presenting an audit report to AICS on the use of the budget support funds.

5 BUDGET			
ACTIVITY	"FONDO IN LOCO"	BUDGET SUPPORT	
1. CONTRIBUTE TO THE REALIZATION OF THE NATIONAL OBSERVATORY ON GENDER BASED DISCRIMINATION IN THE LABOUR MARKET			
1.1 Need assessment	40,000	-	
1.2 Training MoL e Tawasol	22,000	-	
1.3 Publications, updating websites, public events and visibility	8,000		
2. PROMOTION OF POLICIES AND ACTIONS FOR DECENT WORK, WOMEN'S PARTICIPATION IN DECISION-MAKING, YOUTH INCLUSION AND ON COMBATING GENDER-BASED VIOLENCE			
2.1 Development and implementation of Tawasol annual Work Plans focused on decent work and women's participation to decision-making processes	120,000	-	
2.2 IV University course for operators of the antiviolence services	40,000	-	
2.3 Training for Tawasol coordinators in labor policies and decision-making processes	20,000	-	
2.4 Literacy training for particularly marginalized women	35,000		
2.5 Strengthening of the helpline 121 on gender based-violence	30.000		
2.6 Creating a space for protected meetings for parents and children in need in the Governorate of Nablus	30.000		
2.7 Training opportunities for adolescent girls from disadvantaged socio-economic situations	25,000		
2.8. Supporting the activities of civil society in East Jerusalem for the advancement of women and youth rights	30,000		
3. BUDGET SUPPORT TO PCBS FOR THE GENDER DATA COLLECTION AND MONITORING SDG 5, CEDAW AND RES. 1325 AND CENSUS 2017			
3.1 Budget support through the Gender Unit and Projects Dep.	-	100,000	
4. BUDGET SUPPORT TO THE MOSD FOR PROTECTION, ASSISTANCE AND SHELTER OF WOMEN AND CHILDREN VICTIMS OF VIOLENCE AND FOR ECONOMIC EMPOWERMENT			
4.1 Support to Mehwar centre	-	100,000	
4.2 Support to Nablus centre	-	100,000	
4.3 Support to Jericho centre		50,000	
4.4 Support to Yatta, Dura and Jenin counseling centres		50,000	
4.5 Revision workshop		10,000	
4.6 Support to the MoSD local Directorates		150,000	
4.7 Economic empowerment for women		250,000	
4.8 Management and administrative costs including audit		40,000	
5. COORDINATION AND MANAGEMENT			
8.1 Human resources AICS-Jerusalem	220,000	-	
8.2 Running costs AICS-Jerusalem	30,000	-	
TOTAL	650,000	850,00	
OVERALL TOTAL	1,500,00		

6 ACTION PLAN				
	1 <sup>st</sup> quarterly	2 <sup>nd</sup> quarterly	3 <sup>rd</sup> quarterly	4 <sup>st</sup> quarterly
1. CONTRIBUTE TO THE REALIZATION OF THE NATIONAL OBSERVATORY ON GENDER BASED DISCRIMINATION IN THE LABOUR MARKET				
1.1 Need assessment				
1.2 Training MoL e Tawasol				
1.3 Publications, updating websites, public events and visibility				
2. PROMOTION OF POLICIES AND ACTIONS FOR DECENT WORK, WOMEN'S PARTICIPATION IN DECISION-MAKING, YOUTH INCLUSION AND ON COMBATING GENDER-BASED VIOLENCE				
2.1 Development and implementation of Tawasol annual Work Plans focused on decent work and women's participation to decision-making processes				
2.2 IV University course for operators of the antiviolence services				
2.3 Training for Tawasol coordinators in labor policies and decision-making processes				
2.4 Literacy training for particularly marginalized women				
2.5 Strengthening of the helpline 121 on gender based-violence				
2.6 Creating a space for protected meetings for parents and children in need in the Governorate of Nablus				
2.7 Training opportunities for adolescent girls from disadvantaged socio-economic situations				
2.8. Supporting the activities of civil society in East Jerusalem for the advancement of women and youth rights				
3. BUDGET SUPPORT TO PCBS FOR THE GENDER DATA COLLECTION AND MONITORING SDG 5, CEDAW, RES. 1325 AND CENSUS 2017				
3.1 Budget support through the Gender Unit and Projects Dep.				
4. BUDGET SUPPORT TO THE MOSD FOR PROTECTION, ASSISTANCE AND SHELTER OF WOMEN AND CHILDREN VICTIMS OF VIOLENCE AND FOR ECONOMIC EMPOWERMENT				
4.1 Support to Mehwar centre				
4.2 Support to Nablus centre				
4.3 Support to Jericho centre				
4.4 Support to Yatta, Dura and Jenin counseling centres				
4.5 Revision workshop				
4.6 Support to the Directorates of Social Development				
4.7 Women's economic empowerment				
5. COORDINATION AND MANAGEMENT				
8.1 Human resources AICS-Jerusalem				

**ELIGIBILITY CRITERIA, ETHICAL CLAUSES, CONTRACT GENERAL PRINCIPLES**

This Annex harmonizes the latest edition of the “*Rules and Procedures for service, supply and works contracts financed from the general budget of the European Commission in the context of cooperation with third countries*” with the fundamental principles of Italian law on procurement and development aid.

**1. CONTRACTOR ELIGIBILITY**

**1.1 THE RULE ON OBJECTIVITY AND IMPARTIALITY**

To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.

**1.2 THE RULE ON ECONOMIC, FINANCIAL, PROFESSIONAL, AND TECHNICAL CAPACITY**

The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:

1.2.1 *Economic and financial standing*: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.

1.2.2 *Professional and technical capacity*: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.

**1.3 GROUND FOR EXCLUSION FOR PARTICIPATION IN CONTRACTS**

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:



1.3.1 They are in the conditions as referred to in the Italian Legislative Decree 11.06.2011, n. 159 ("Antimafia). Italian tenderers/offers must provide a self-declaration that they are not in the conditions as referred to in the Italian Legislative Decree 11.06.2011, n. 159 ("Antimafia). Non-Italian tenderers/offers must provide an equivalent self-declaration, if issuable under their respective National law.

1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*.

1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.

1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.

1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.

1.3.8 They are guilty of serious misrepresentation in supplying the information required by the AICS as a condition of participation in a tender procedure or contract.

1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the MAECI-DGCS, AICS or another contract financed with Italian funds.

## **2. CONTRACT GENERAL PRINCIPLES**

2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.

2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development.

2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders. In presence of adequately motivated technical reasons, even less than three eligible offers may be accepted, shall the fundamental principles mentioned in art. 2.1 be respected.

2.4 Contracts may not be modified, unless the modification is approved by the AICS pursuant to following clauses. Contractors are not entitled to any payment or reimbursement whatsoever for activities carried out without prior authorization. If AICS or

the contracting authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.

2.5 Bidding documents shall specify the financial amount available for the contract to be awarded. This amount has to be intended as starting bid. Any offer above such starting bid shall not be considered.

2.6 Modifications of supply and service contracts shall be effective upon AICS prior authorization, which may only be granted in the following cases:

2.6.1) modifications of applicable laws and regulations;

2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;

2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;

2.6.4) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;

2.6.5) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;

2.6.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;

2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

2.7 Modifications of works contracts shall be effective upon AICS prior authorization, which may only be granted in the following cases:

2.7.1) modifications of applicable laws and regulations;

2.7.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the project was made, provided that the modifications ameliorate the quality of the performance, without altering the initial project and without increasing the contract total amount;

2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;

2.7.4) geological problems not predictable in the executive project;

2.7.5) errors or omissions of the project which prevent the contract implementation; in this case, the engineering consultants are responsible for the damages;

2.7.6) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%; the contractor may not refuse to perform such modifications if their value do not exceed 20% of the total contract amount;

2.7.7) modifications, which increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available.

2.8 Contracts may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

2.10 Contract prices shall be firm, fixed, and non-revisable.

2.11 Contract prices shall be denominated and paid exclusively in euros. Exchange rate risk or variations may not be subject to compensation whatsoever.

2.12 The contract shall be automatically terminated if the contractors are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

2.13 In case of malice or grave negligence, contractors' liability may not be limited.

2.14 Contract execution shall be governed by the law of the beneficiary state.

2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.

2.16 Bidding documents shall include the above-mentioned principles.

2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

### ***3 ELIGIBLE AND INELIGIBLE COSTS***

3.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

3.2 In any case, the following items shall not be considered eligible:

- a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);
- b) goods, services and civil works directly or indirectly connected to police or military activities;
- c) non-income / non-profit taxes (including VAT) and import duties;
- d) provisions for outstanding debts and future losses of the beneficiary or the final users;
- e) interests owed by the beneficiary or the final users to any third party.

### ***4. ETHICAL CLAUSES***

4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the

process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

4.2 Without the contracting authority's prior written authorization, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project. This prohibition also applies to any other Projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.

4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.

4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of the AICS has been obtained.

4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).

4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.

4.11 Either MAECI – DGCS or AICS reserve the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or