

CONVENTION

between the European Community and the United Nations Relief and Works Agency for Palestine Refugees (UNRWA) concerning aid to refugees in the countries of the Near East

Article 1

The European Community (hereinafter referred to as 'the Community') hereby concludes this Convention with the United Nations Relief and Works Agency for Palestine Refugees in the Near East (hereinafter referred to as 'UNRWA') in order to confirm its commitment to a programme of aid to UNRWA. This funding, extending over a three-year period (1999 to 2001), shall take the form of cash contributions for use under the UNRWA education and health programmes and contributions in kind or in cash for use under the UNRWA food aid programme.

The financial commitment will be made subject to budgetary availability and with respect to the financial perspectives of the European Communities until the year 2006.

Article 2

Community contribution

1. The Community shall pay to UNRWA annually a cash contribution towards the cost of the education and health programmes.

The size of this contribution for the education programme shall be EUR 32,45 million in 1999, EUR 34,07 million in 2000 and EUR 35,77 million in 2001.

The size of this contribution for the general health programme shall be EUR 5,88 million in 1999, EUR 6,17 million in 2000 and EUR 6,48 million in 2001.

2. Taking into account the annual evaluation of the needs of the refugee population, other Community resources may also be mobilised for UNRWA's food aid programme to meet the specific needs of vulnerable groups.

The amounts, quantities and characteristics of the commodities, cash and services provided and all other conditions related to support to the food aid programme will be subject to separately agreed conditions, based on annual requests from UNRWA.

Article 3

Information

1. Before the beginning of each year UNRWA shall send the Community all relevant information as regards the planned implementation of the programmes as well as information on the planned distribution and use of the Community contribution.

This information shall in particular contain a clear and precise definition of the UNRWA programmes and the relevant budget, its priorities and the corresponding budgetary alloca-

tions, and structure of the specific programmes where the contribution of the Community will be used.

2. UNRWA shall inform the Community beforehand of any significant changes that may be planned in the education or health programmes provided by UNRWA.

In the event of any significant changes in the education or health programmes provided by UNRWA during the period of validity of this Convention, the Community reserves the right to withdraw its agreement on the use of the funds made available to UNRWA under the Convention for these purposes. In such a case or cases the Community would notify UNRWA accordingly.

Article 4

Payment arrangements and reporting

1. The Community contribution shall be used for the education and health programmes, in accordance with Article 2(1).

2. The Commission shall each calendar year pay the contribution to UNRWA as follows:

- 50 % of the annual amount specified in Article 2 by way of an advance the first semester, normally on 1 March of that year, within 60 days upon receipt of a request for payment and the documentation pursuant to Article 3(1);
- 45 % of the annual amount specified in Article 2 by way of an advance the second semester, normally on 1 October of that year, within 60 days upon receipt of a request for payment and for the first quarterly financial report;
- the remaining 5 % of the annual amount specified in Article 2 within 60 days upon receipt of the annual report pursuant to Article 5(2) and of a request for payment.

3. The Commission shall make payments in euro.

4. Without prejudice to the payment schedule in Article 4(2), payments shall normally be made within 60 days of the approval of documentation supporting all payments. The Commission shall provide its approval or comments within 30 days after their reception.

Article 5

Reports, audit and review

1. UNRWA shall provide the Community with all relevant information that it may require relating to the progress of the execution of the education and health programmes, which shall include documents that will give detailed accounts of expenditure and budgetary estimates of future expenditure and the annual statistics of the UNRWA departments of education and health.

2. An annual report of the programmes and of the execution of the programmes financed under the Convention, including an audit of the programme accounts including the part financed by the Community, must be established for each year and at the end of the period covered by this Convention.

The report on the operation of the food aid programme shall in particular indicate the number, category and location of recipients and the services provided, the cost of the programme and the use made of Community contributions in kind and in cash.

Article 6

Adjustments

If necessary, during the life of the Convention, the parties can by mutual agreement change those parts of the contributions otherwise fixed under this Convention, on the basis of an exchange of letters between the Community and UNRWA.

By the end of 2000, political developments regarding the refugees will be reviewed by the parties, and an evaluation made of any plans UNRWA has formulated, and, if this is the case, put into effect, for the hand-over of its functions to the Palestinian Authority and/or any other body.

If, during the life of the Convention, any or all of the functions of UNRWA are transferred to the Palestinian Authority or to any other body, necessary adjustments will be made to those parts of the Community contribution to UNRWA under the Convention, on the basis of an exchange of letters between the Community and UNRWA.

Article 7

Financial control and visits

1. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, rules and directives of UNRWA. A copy of the audited financial statements shall be submitted to the European Commission by UNRWA.

2. UNRWA shall:

- (a) keep financial and accounting documents concerning the programmes financed by the Community, and
- (b) make available to the competent bodies of the Community, upon request, all relevant financial information, including statements of accounts concerning the programme/project, whether they are executed by UNRWA or by subcontracting.

3. In conformity with the Financial Regulation of the Community, the Commission and the Court of Auditors may undertake, including on the spot, checks related to the operations financed by the Community.

4. UNRWA shall facilitate the access of the representatives of the Community to the sites of UNRWA operations.

Article 8

Visibility of the Community contribution

1. UNRWA shall contribute to the visibility of the action financed by the Community, provided that this does not harm its mandate, its basic principles or the safety of its staff.

2. During each action, UNRWA shall endeavour to bring the support and financing given by the Community to the attention of the target populations, the general public and the media and refer to this contribution in its internal and annual reports.

3. In keeping with this objective UNRWA should present, where appropriate, a visibility plan within the framework of an action.

UNRWA shall ensure that all supplies, equipment and any other material financed by the Community display the EC logo which should be of the same size and have the same prominence as the logo of UNRWA, taking into account the provisions of paragraph 1 of this Article.

4. Evidence of implementation of activities undertaken to ensure appropriate visibility will be provided in the final reports.

5. Where appropriate, obligations in terms of visibility stemming from paragraphs 1, 2 and 3 of this Article shall apply to subcontractors.

Article 9

Arbitration clause

1. Any dispute, controversy or claim arising out of or relating to the interpretation, application or fulfilment of this Convention, including its existence, validity or termination, which cannot be settled amicably between the Parties shall be referred to arbitration in accordance with the Permanent Court of Arbitration's Optional Rules for Arbitration involving International Organisations and States in force at the date of the signature of this Convention.

2. There shall be one arbitrator.

3. The language to be employed during arbitration is English.

4. In the absence of agreement between the two Parties, the arbitrator shall be designated by the President of the International Court of Justice following written request submitted by either Party.

5. The Arbitrator shall reach his/her decision in accordance with the terms and conditions of the contract in the light of the general principles of law recognised by States.

Article 10

Agreement on global arrangements

Following agreement in the discussions being held between the United Nations and the Commission on the general rules governing the donation of voluntary contributions, the relevant provisions of such agreement and this Convention shall be promptly reviewed and any necessary amendments agreed to by UNRWA and the Commission shall be made to the relevant provisions of this Convention.

*Article 11***Duration of the Convention**

The Convention shall cover a period of three calendar years (1999, 2000 and 2001).

Article 12

This Convention shall be approved by the parties in accordance with their own procedures.

This Convention shall enter into force on the first day following the date on which the Parties notify each other that the procedures referred to in the first paragraph have been completed.

Article 13

This Convention shall be drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each version being equally authentic.

Hecho en Bruselas, el veintinueve de septiembre de mil novecientos noventa y nueve.

Udfærdiget i Bruxelles, den niogtyvende september nitten hundrede og nioghalvfems.

Geschehen zu Brüssel am neunundzwanzigsten September neunzehnhundertneunundneunzig.

Έγινε στις Βρυξέλλες, στις είκοσι εννέα Σεπτεμβρίου χίλια εννιακόσια ενενήντα εννέα.

Done at Brussels on the twenty-ninth day of September in the year one thousand nine hundred and ninety-nine.

Fait à Bruxelles, le vingt-neuf septembre mil neuf cent quatre-vingt dix-neuf.

Fatto a Bruxelles, addì ventinove settembre millenovecentonovantanove.

Gedaan te Brussel, de negenentwintigste september negentienhonderd negenennegentig.

Feito em Bruxelas, em vinte e nove de Setembro de mil novecentos e noventa e nove.

Tehty Brysselissä kahdentenkymmenentenäyhdeksäntenä päivänä syyskuuta vuonna tuhatyhdeksänsataayhdeksänkymmentäyhdeksän.

Som skedde i Bryssel den tjugonionde september nittonhundra nittionio.

Por la Comunidad Europea
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar

A handwritten signature in black ink, appearing to read "St. Suter". The signature is written in a cursive style and is enclosed within a hand-drawn, irregular rectangular border.

Por el Organismo de Obras Públicas y Socorro de las Naciones Unidas para los Refugiados de Palestina (UNRWA)
For De Forenede Nationers Hjelpeorganisation for Palæstinaflygtninge i Det Mellemste Østen (UNRWA)
Für das Hilfswerk der Vereinten Nationen für Palästinaflüchtlinge (UNRWA)
Για την Υπηρεσία Αρωγής και Έργων των Ηνωμένων Εθνών για τους Πρόσφυγες της Παλαιστίνης (UNRWA)
For the United Nations Relief and Works Agency for Palestinian Refugees in the Near East (UNRWA)
Pour l'Office de secours et de travaux des Nations unies pour les réfugiés de Palestine (UNRWA)
Per l'Ente soccorso e lavori delle Nazioni Unite per i profughi della Palestina nel Vicino Oriente (UNRWA)
Voor de Organisatie van de Verenigde Naties voor hulpverlening aan Palestijnse vluchtelingen (UNRWA)
Pela Agência das Nações Unidas de Assistência aos Refugiados da Palestina (UNRWA)
Yhdistyneiden Kansakuntien palestiinalaispakolaisten avustus- ja työelimen (UNRWA) puolesta
På Förenta nationernas hjälporganisation för palestinaflyktingars (UNRWA) vägnar

A handwritten signature in black ink, consisting of a stylized, cursive mark that resembles the letters "L" and "S" joined together, followed by a horizontal line extending to the right.