



Contribution agreement

The State of the Netherlands, represented by the Minister for Foreign Trade and Development Cooperation, legally represented in this matter by Mrs. Birgitta Tazelaar, Head of Mission of the Representative Office of the Kingdom of the Netherlands to the Palestinian Authority in Ramallah, hereafter referred to as the Minister, on the one hand,

and

Union of Agricultural Work Committees (UAWC), established and with offices at Ramallah, legally represented in this matter by **10 2 e** hereafter referred to as the other party, on the other hand,

CONSIDERING

that the Minister is prepared to make a contribution of a maximum of **USD 10,006,550** to the other party for the activity '**RAM LWRM Program**', with number 25565, to be implemented by the latter, as described in the project proposal with the title 'Land and Water Resource Management for Agricultural Development in the West Bank';

that the other party will be awarded the contribution subject to the following conditions;

AGREE AS FOLLOWS:

1. The activity to be financed from the contribution will be implemented under the responsibility of, and at the risk of, the other party in the manner described in the above-mentioned project proposal, together with an activity plan, a logical framework, a budget and a liquidity forecast. The budget must reflect both the Minister's contribution and any contributions made by the other party or by third parties. The Minister bears no responsibility or liability whatsoever in respect of third parties as regards the implementation of this agreement. The project proposal, the activity plan, the logical framework, the budget and the liquidity forecast form an integral part of this agreement and are appended as Appendix I. The contribution has been allocated activity no. **25565** and contract no. **RAM 0117024** in the Minister's records.
2. The activity runs from 1 July 2013 to 31 December 2016. The other party must notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party must propose a revised schedule. The Minister will inform the

other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his decision concerning the proposed alterations to the schedule.

3. Any changes in the manner of implementation of the activity and/or in the budget must be submitted in writing to the Minister for approval in advance. If the Minister does not propose any adjustments within eight weeks of receipt of the changes, they will be deemed to have been approved.
4. In accordance with the reporting schedule appended to this agreement as Appendix II, the other party must submit the following reports to the Minister:

- a. Within three months of the end of each calendar year, the other party must submit a progress report on the previous year. The progress report must comprise a narrative section and a financial section. The first reporting period will be from 1 July 2013 until 31 December 2013.

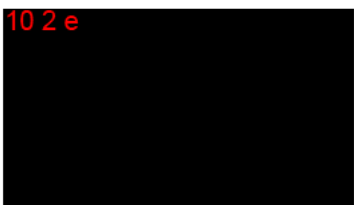
The narrative report must include an overview of the activities carried out and objectives achieved, as referred to in the activity plan and the logical framework, and an explanation of any discrepancies. The report must list the human and material resources required for each activity.

The financial report must include an overview of all the other party's estimated and actual revenue and expenditure, where relevant to the activities for which the contribution was awarded, and an overview of prepayments made by the Minister. Each budget item must be accompanied by a separate explanatory note.

- b. The annual financial statement must be accompanied by an audit opinion on the activity. The auditor must conduct an audit in accordance with the audit protocol (Appendix III to this agreement), and include the prescribed text. The audit must be conducted by the external auditor commissioned to audit the annual accounts of the contribution recipient. A different auditor may be engaged with the agreement of the Minister. The costs of the audit are borne by the contribution recipient.

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6. If the other party obtains contributions from third parties (including income generated by the activity), the other party must inform the Minister in writing of any such contributions as soon as possible, and in any event before submission of the next financial report and request for payment, and must submit a revised version of the budget to the Minister.
7. Within three months of the end of the activity, the other party must account for the use made of the contribution in a well-documented final report, comprising a narrative report describing the results achieved and how they compare with the objectives formulated at the start of the project and any subsequent approved changes, together with a final financial report in the form of a financial statement, accompanied by an audit opinion. The auditor must conduct the audit in accordance with Appendix III and include the prescribed text. The costs of the audit are borne by the other party.

The final financial statement must contain at least the following items:

- a. the total amount of the income for the activity (the contribution from the Minister, the other party's own contribution, funds provided by third parties and accrued interest);
 - b. the total amount of the instalments provided by the Minister;
 - c. an itemised overview of all financial reports submitted to the Minister by the other party in connection with this agreement;
 - d. an overview of the total expenditure financed from the contribution.
8. After receipt of the final report referred to in article 7, the Minister will determine the definitive amount of the contribution within three months. On this basis, accounts will be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount must be returned immediately and unconditionally to the Minister.
 9. Any interest accrued on the funds made available by the Minister must be used to finance the activities to be carried out under this agreement and must be included in the financial statement. No funds or interest on funds may be used for capital formation.
 10. The other party is responsible for ensuring sound management and keeping proper accounts. Any agreements with third parties regarding the implementation of the activities to be financed from the contribution must be laid down in writing. The other party's own policy on prefinancing implementing organisations will be applied.

The other party must keep an inventory of items purchased partly or entirely with the funds made available by the Minister. When purchasing goods and services, the other party must consistently aim to obtain the best price-quality ratio and, where practicable, call for competitive tenders in which all candidates are treated equally in similar cases. The other party is liable for all customary taxes and levies.

11. The Minister may inspect or instruct others to inspect the activities carried out under this agreement, including the other party's reports and financial accounts. The other party must render every assistance to the official or officials appointed by the Minister to carry out such an inspection and allow them access to the documents relating to the activity. The costs of any such inspection will be borne by the Minister.

12. The parties 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, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part thereof.
13. The Minister is entitled to make free use, worldwide, of all products produced under the present agreement which may be subject to copyright or any other intellectual property rights. He may do so free of charge.
14. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the foreign policy of the Government of the Netherlands, he will propose consultations with the other party. On the basis of such consultations, the Minister may give further written instructions regarding the implementation of the activity plan.

The other party must take account of the fact that the Government of the Netherlands may be held responsible under international law for the implementation of the activity plan. With this in mind, the other party must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. What is lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with international (or international law) standards.

15. All items procured from the Minister's contribution must be assigned to a relevant purpose at the end of the activity. The other party must submit proposals on this matter to the Minister for approval and must account for the use of the items in its final report.
16. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided cofinancing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved. The Minister will reduce or prematurely terminate his contribution only after consultation with the other party, after which the account will be settled on the basis of the costs incurred and taking into account any financial commitments reasonably entered into for the future.
17. For the purposes of this agreement the following persons are responsible for liaison:

For the Minister:

Name: 10 2 e

Position: 10 2 e

For the other party:

Name: 10 2 e

Position: 10 2 e

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Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement must mention the activity no. 25565, must be worded in English and addressed to the above-mentioned persons.

18. This agreement enters into force on the date of signature. Any changes or additions to this agreement are valid only if agreed in writing by both parties.
19. This agreement is governed by Dutch civil law. Any dispute arising from this agreement will be referred to the competent court in The Hague.

Agreed and signed in duplicate,

In Ramallah
on 28 June 2013

For the Minister of Foreign Trade
and International Cooperation:

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Mrs Birgitta Tazelaar

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Head of Mission of the Representative
Office of the Kingdom of the Netherlands
to the Palestinian Authority

Postal address:
P.O. Box 1899
Ramallah

In Ramallah
on 28 June 2013

For the Union of Agricultural Work
Committees

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the Union of Agricultural Work
Committees

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APPENDIX II

Period	Report	Due Date
01/07/2013 - 31/12/2013	Semi-annual narrative and financial report	31/03/2014
01/07/2013 - 31/12/2013	Semi-annual audit report	31/03/2014
01/01/2014 - 31/12/2014	Annual narrative and financial report	31/03/2015
01/01/2014 - 31/12/2014	Annual audit report	31/03/2015
01/01/2015 - 31/12/2015	Annual narrative and financial report	31/03/2016
01/01/2015 - 31/12/2015	Annual audit report	31/03/2016
01/01/2016 - 31/12/2016	Annual audit report	31/03/2017
01/07/2013 - 31/12/2016	Final narrative and financial report <i>(including the final year of the program)</i>	31/03/2017

Audit protocol for Union of Agricultural Work Committees (UAWC)

Appendix III accompanying the contract with number RAM0117024

1. Introduction

This audit protocol must be followed in auditing the annual financial statement concerning the contribution for the activity with number 25565.

This audit protocol sets out the applicable audit principles and requirements, and explains how the audit findings must be reported.

The auditor will be engaged by contribution recipient Union of Agricultural Work Committees (UAWC). The Minister may request that a review be conducted, in mutual consultation, to assess whether the external auditor has complied with the audit protocol.

2. Audit subject

The audit subjects are:

1. the recipient's financial statement for the applicable year, including the income and expenditures of the other consortia members and solely for the minister's contribution;
2. the processes and records, listed under 3.2, on which these documents are based;

3. Audit scope

Re 1.

The audit should be carried out in accordance with generally accepted auditing standards (ISA), for a cash based system.

In auditing the financial statement, the auditor will assess regularity and whether the applicable requirements have been satisfied. The auditor must establish the completeness and accuracy of all receipts and expenditures, and that they derive logically from and are in line with the activity referred to under paragraph 1 of this protocol.

The auditor must observe a minimum level of reliability of 95% and a permitted tolerance of 1%.

The audit opinion will be drawn up in accordance with the model in paragraph 4 of this protocol.

Re 2.

With regard to the organisation's processes and records, the auditor must establish that:

- the contribution recipient has an effective administrative organisation with a system of internal control measures (AO/IB), providing reasonable assurance of:
 - compliance with legislation on, for instance, remittance of salaries tax, social insurance contributions and value added tax, and procurement;
 - proper accounting and reporting;
- the contribution recipient has, and acts in accordance with, a sound internal policy on implementing organisations or partners, which includes provisions on:
 - assessing the management capacity of these organisations or partners;
 - sanctions to be imposed on organisations or partners should they fail to comply with their obligations.

The auditor should request a letter of representation from the contribution recipient's management stating that, to the best of their knowledge, the financial statement encompasses all transactions and receipts, is accurate and complete in every respect and that all contribution conditions, including those beyond the scope of the audit, have been met. In the letter of representation, management should specifically confirm that they have complied with article 12 of the contribution agreement, which states that: 'the parties 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.'

If, in the course of the audit, the auditor finds evidence of illegal or corrupt practice, he or she must act in accordance with the COS 240 guideline on fraud.

Although the auditor does not give an opinion on the narrative part of the annual report, he should ascertain by means of a limited review that the narrative and financial sections of the report are in agreement and contain no contradictions.

4. Reporting

The audit opinion should in any event include the aim and scope of the audit, the audit criteria applied, where relevant, and any restrictions imposed on the scope of the audit.

Furthermore the auditor will write a report of findings regarding the evaluation of the administrative organisation and internal control structure of the contribution recipient, identifying any matters worthy of mention, including any material shortcomings in the internal control system.

An unqualified audit opinion must be worded as follows:

'We have audited the financial statement of ... at ... for the period from ... to The financial statement is the responsibility of the management. Our responsibility is to express an opinion on the financial statement based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and with due regard for the audit protocol. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes an assessment of the accounting principles used and significant estimates made by management, as well as an evaluation of the overall financial statement presentation and of the risks of material differences as a result of fraud. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statement gives a correct and complete view of all receipts and expenditure.

The auditor will make separate mention, in the report of findings, of any material deviation from the requirements included in this protocol. This includes information which the auditor can reasonably suspect to be relevant to the grant provider in finalising the grant award.



**AMENDMENT to the Contribution Agreement
between**

The State of the Netherlands, represented by the Minister for Foreign Trade and Development Cooperation, legally represented in this matter by Peter Mollema, Representative, hereafter referred to as the Minister, on the one hand,

and

Union of Agricultural Work Committees (UAWC), established and with offices at Ramallah, legally represented in this matter by 10 2 e hereafter referred to as the other party, on the other hand,

CONSIDERING:

that the Minister and the other party entered into a contribution agreement on 28 June 2013 concerning the "Land and Water Resource Management for Agricultural Development in the West Bank (activity no. 25565);

that aforementioned contribution agreement was first amended on 17 September 2015;

that developments relating to the project justify a second amendment of the contribution agreement;

THE PARTIES AGREE AS FOLLOWS:

1. The contribution will be increased with USD 547,000 to a total amount of USD 10,553,550.

The other terms and conditions of the contribution agreement remain unchanged.

Agreed and signed in duplicate.

at Ramallah
on 5 May 2016

For the Minister for Foreign Trade
and Development Cooperation

Peter Mollema
Representative

at Ramallah
on 9/5/2016

For the other party:

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The State of the Netherlands, represented by the Minister for Foreign Trade and Development Cooperation, legally represented in this matter by 10 2 e hereafter referred to as the Minister, on the one hand,

and

Union of Agricultural Work Committees, established and with offices at Ramallah, legally represented in this matter by 10 2 e hereafter referred to as the other party, on the other hand,

WHEREAS:

The Minister is prepared to make a contribution to the other party for the activity Inclusive Access to and Sustainable Management of Land and Water Resources to be implemented by the latter, as described in the proposal of 9 June 2016 and final amendment of 16 December 2016;

The other party will be awarded the contribution subject to the following conditions;

HEREBY AGREE AS FOLLOWS:

1. The activity to be financed from the contribution will be implemented under the responsibility of and at the risk of the other party in the manner described in the above-mentioned letter, consisting of an activity plan, and a budget and a liquidity forecast. The budget will reflect both the Minister's contribution and any contributions made by the other party or by third parties. The Minister bears no responsibility or liability whatsoever in respect of a third party as regards the implementation of this agreement. The activity plan, the budget and the liquidity forecast are appended to this agreement together with the above-mentioned letter as annexe 1. The contribution has been allocated activity no. 4000000025 in the Minister's records.
2. The contribution is awarded subject to the condition that sufficient funds are made available by the budget legislator.
3. The activity will run from 1 February 2017 – 31 December 2020
4. Any changes in the manner of implementation of the activity and/or in the budget must be submitted in writing to the Minister for approval in advance. If the Minister does not propose any adjustments within eight weeks of receipt of the changes, they will be deemed to have been approved.
5. The other party will notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party will propose a revised schedule. The Minister will inform the other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his/her decision on the proposed alterations to the schedule.
6. The other party must notify the Minister immediately in writing if it suspects or has discovered irregularities (including fraud or a violation of contract award procedures) relating to the implementation of the activities. It must specify the amount of money involved and the measures it has taken. The other party will include a list of all such notifications, amounts of money and measures in the annual progress report or final report.
7. The contribution will not exceed USD 11,250,000. The Minister will transfer the funds in advance in instalments not exceeding 95% of the total contribution. The first instalment of

USD 1,125,000 will be paid within four weeks of receiving the signed agreement. Subsequent instalments will be paid on receipt of payment requests from the other party on the basis of the liquidity needs it has indicated for a period not exceeding 6 months.

The other party will ensure that the contribution from the Minister is clearly visible in the accounts showing the expenditures and revenues connected with the funds allocated.

A condition for the payment of these instalments is that narrative and financial reports are received on time. The progress made in implementing the activity, the liquidity requirement indicated by the other party and prepayments already made will be taken into account.

The final instalment will be paid after the final report has been assessed and the definitive amount of the contribution has been determined, as referred to in article 9.

8. During the course of the activity, the other party will supply several plans and reports so that the Minister can monitor progress. Table 1 indicates the type of plans and reports required, when they must be submitted and for what period. They are described in more detail below.

The other party will publish narrative reports to be submitted for this activity as an IATI dataset in accordance with the BZ/DGIS reporting guidelines, as specified in table 1 and the accompanying explanatory notes. The other party should submit the other plans and reports as PDF files to 10 2 e with a cc to the contact named in article 21.

Table 1.

Type of report	Period covered	Deadline
Annual plan and annual budget	1 January – 31 December 2018 1 January – 31 December 2019 1 January – 31 December 2020	01 November 2017 01 November 2018 01 November 2019
Narrative progress report consisting of:		
1. Periodic updates on progress in accordance with IATI standards described in the BZ/DGIS reporting guidelines	01 February -31 March 2017 01 April – 30 June 2017 01 July – 30 September 2017 01 October – 31 December 2017 Etc.....	To be published in IATI no later than three months after the end of the quarter
2. An annual analytical narrative progress report, drawn up in accordance with the IATI standards described in the BZ/DGIS reporting guidelines, to be published in IATI under 'related documents/document link'	1 January – 31 December 2017 1 January – 31 December 2018 1 January – 31 December 2019	31 March 2018 31 March 2019 31 March 2020
3. A final analytical narrative progress overview, drawn up in accordance with the IATI standards described in the BZ/DGIS reporting guidelines, to be published in IATI under 'related documents/document link'	1 February 2017 – 31 December 2020	31 March 2021
Annual financial progress report	1 February – 31 December 2017 1 January – 31 December 2018 1 January – 31 December 2019	31 March 2018 31 March 2019 31 March 2020

(Annual) audit opinion and audit report	1 February – 30 June 2017* 1 February – 31 December 2017 1 January – 31 December 2018 1 January – 31 December 2019 1 January – 31 December 2020	31 August 2017 31 March 2018 31 March 2019 31 March 2020 31 March 2021
Final financial report	1 February 2017 – 31 December 2020	31 March 2021
Mid-term evaluation	01 February 2017 – 30 June 2018	31 August 2018
Final evaluation	01 February 2017 – 31 December 2020	31 March 2021

8.1. Annual plan/annual budget

8.1.1. Initial budget

For the first period from 01 February – 31 December 2017 the plan and budget submitted with the above-mentioned application will form the basis for the activities to be implemented by the other party.

8.1.2 Annual plan/annual budget

The annual plan must contain an overview of the activities and the intended results, and list the human and material resources needed.

The annual plan/annual budget must contain an overview of the other party's estimated revenue (e.g. the contribution, the other party's own contribution, funds provided by third parties and interest accrued) and expenditure, in so far as they relate to the funded activities. As a rule, the budget should balance. An explanation must be provided for each budget item that differs from the original budget.

8.2. Progress reports

8.2.1. Narrative progress report

The report must comply with IATI principles. In narrative reports, the other party must report on the funded activities in accordance with the BZ/DGIS reporting guidelines (see <https://www.government.nl/documents/publications/2015/12/01/open-data-and-development-cooperation>).

The other party must publish a quarterly update on progress in accordance with these guidelines.

In addition, the following must be published annually under 'related documents' (see the guidelines).

- A short document presenting an analytical overview of the progress made in achieving the intended outcomes. The overview should explain any departures from the original intentions, deal with the appended focal points from the activity proposal and be no longer than eight pages.
- Photos, accounts by beneficiaries or a video demonstrating the progress made with the activity.

For the final report please include the following :

A short document presenting an aggregate analytical overview of the achievement of the intended outcomes for the entire project period. The overview must explain any departures from the original intentions at the start of the activity and be no longer than eight pages.

The quarterly updates and the annual analytical overview together comprise the narrative progress report. The other party must guarantee that the information provided is accurate and up to date. The information will be used to assess the progress of the activities. The other party must immediately notify the contact (see article 21) if there are any unexpected problems and/or delays in submitting IATI-compliant reports in accordance with the BZ/DGIS reporting guidelines.

The narrative information submitted will be assessed at least once a year and feedback will be provided.

8.2.2. Annual financial progress report

The annual financial report must include an overview of all the other party's estimated and actual revenue and expenditure, in so far as they relate to the activities being funded, and an overview of prepayments made by the Minister. The financial report must use the same currency as that in which the funds were supplied. An explanation must be provided for each budget item that differs substantially from the original budget.

8.3. (Annual) audit opinion and audit report

The financial statement must be accompanied by an audit opinion drawn up by an external statutory auditor, who must carry out an audit in accordance with the audit protocol (annexe 1 to this agreement) and include the text given in that annexe in the audit opinion. The audit must be carried out by the external auditor engaged by the other party to audit its annual accounts. With the Minister's consent, another auditor may be engaged. The costs of the audit will be borne by the other party.

As stated in the accompanying audit protocol, the auditor must also certify that the other party has applied the prescribed policy concerning prefinancing of implementing organisations.

After 6 months of the activity the other party must have an audit carried out on the recommendations of the organisational assessment carried out PWC. The ToR will be submitted to the Minister for approval.

The audits for the programme should be carried out by a different auditor than the first phase.

8.4. Final financial report

The final financial report must contain the information needed to determine the definitive amount of the contribution. It must contain an aggregate overview of all estimated and actual revenue (including the contribution, the other party's own contribution, funds provided by third parties and interest accrued) and expenditure, in so far as they relate to the funded activities, and an overview of the prepayments provided by the Minister. The report must cover the entire project period and be laid out in the same way as the budget. An explanation must be provided for each budget item that differs substantially from the budgeted revenue and expenditure.

9. After receipt of the final report and/or latest annual report referred to in article 8, the Minister will determine the definitive amount of the contribution within three months. On this basis, accounts will be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount must be repaid immediately and unconditionally to the Minister.

10. Any interest accrued on the funds made available by the Minister must be used to finance the activities to be carried out in connection with this agreement and must be included in the financial statement. No funds or interest on funds will be used for capital formation.

11. The other party is responsible for ensuring sound management and keeping proper accounts. Any agreements with third parties regarding the implementation of the activity to be financed from the contribution will be laid down in writing. The policy adopted by the other party's organisation regarding prefinancing of implementing organisations will be applied.
12. The other party must keep an inventory of items purchased partly or entirely with the funds made available by the Minister. When purchasing goods and services, the other party will consistently aim to obtain the best price-quality ratio and, where practicable, call for competitive tenders in which all candidates are treated equally in similar cases.
13. The other party is liable for all customary taxes and levies.
14. The Minister may inspect or instruct others to inspect the activities carried out in connection with this agreement, including the other party's reports and financial accounts. The other party must render every assistance to the official or officials appointed by the Minister to carry out such an examination and allow them access to the documents relating to the activity. The costs of any such examination will be borne by the Minister.
15. The Parties 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, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part of it.
16. The Minister is entitled to make free use, worldwide, of all products produced in connection with the present contribution which may be subject to copyright or any other intellectual property rights. He/she may do so free of charge.
17. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the foreign policy of the Government of the Netherlands, he/she will initiate consultations with the other party. On the basis of such consultations, the Minister may give further written instructions regarding the implementation of the activity plan.
18. The other party must take account of the fact that the Government of the Netherlands may be held responsible under international law for the implementation of the activity plan. With this in mind, the other party must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. In this regard, lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with international (or international law) standards.
19. All items purchased using the Minister's contribution will be assigned at the end of the activity to a relevant purpose. The other party will submit proposals on this matter to the Minister for approval. In the final report the other party will account for the purpose to which items have been put.
20. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided cofinancing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved. The Minister will reduce or prematurely terminate his/her contribution only after consultation with the other party, after which accounts will be settled on the basis of the costs incurred and taking into account any commitments reasonably entered into for the future.
21. For the purposes of this agreement the following persons are responsible for liaison:

For the Minister

For the other party

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Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement will be drawn up in English and addressed to the above-mentioned representatives.

22. This agreement enters into force on the date of signature. Any changes or additions to this agreement are valid only if agreed in writing by both parties.
23. This agreement is governed by Dutch civil law. Any disputes arising from this agreement will be referred to the competent court in The Hague.

Agreed and signed in duplicate
in Ramallah
on *January 31, 2017.*

For the for Foreign Trade
and Development Cooperation

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in Ramallah
on *January 31, 2017.*

For the other party

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Union of Agricultural Work Committees



2017/23

Document 5

AMENDMENT to the Contribution Agreement
between

The State of the Netherlands, represented by the Minister for Foreign Trade and Development Cooperation, legally represented in this matter by Peter Mollema, hereafter referred to as the Minister, on the one hand,

and

Union of Agriculture Work Committees, established and with offices at Ramallah, legally represented in this matter by 10 2 e hereafter referred to as the other party, on the other hand,

CONSIDERING:

that the Minister and the other party entered into a contribution agreement on 13 January 2017 concerning the project 'Inclusive Access to and Sustainable Management of Land and Water Resources' (Activity no. 4000000025);

that developments relating to the project justify amendment of the aforementioned contribution agreement;

AGREE AS FOLLOWS:

- The contribution will be increased with USD 1,750,000 to a total of USD 13,000,000.

The other terms and conditions of the contribution agreement remain unchanged.

Agreed and signed in duplicate.

At Ramallah

at Ramallah

on 10/7/2017

on 10/7/17

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For the other 10 2 e

and Development Cooperation:

Peter Mollema

Representative

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