

Contract

between

The Swiss Confederation,
represented by the Swiss Federal Department of Foreign Affairs,
acting through
Swiss Cooperation Office Gaza & WestBank
44 Nashashibi St.
91317 Jerusalem

and

NIRAS Natura AB Fleminggatan 14 107 24 Stockholm Sweden

Concerning the granting of a contribution to the project/activities:

7F-04397.04.01 HR and IHL Secretariat (NIRAS)

Contract nº 81019695

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The Swiss Confederation, represented by the Swiss Federal Department of Foreign Affairs, acting through Swiss Cooperation Office Gaza & WestBank (hereinafter "the donor") and NIRAS Natura AB (hereinafter "the organization") agree as follows:

Article 1 Object of the contract

- 1.1. The donor grants the organization a contribution of maximum CHF 3,000,000.00 (hereinafter the contribution) as a participation towards the realization of the project/activities of the organization (hereinafter the project/activities) as per description of the project/activities (annex 1) and budget (annex 2), which form an integral part of the present contract.
- 1.2. The contribution of the FDFA is intended to cover at the maximum 19 % of the total budget of the project/activities as accepted by the FDFA. The financing of the remaining amount is assured by the organization and/or by third parties.
- 1.3. The organization commits to use the contribution solely in conformity with the objectives of the project/activities. The organization is solely responsible for the project/activities and the appropriate use of the granted contribution.

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Article 2 Budget

- 2.1. The budget agreed by the parties and detailed in annex 2 must be respected. Any modification requires the prior written approval of the donor.
- 2.2. However, the organization may without prior consultation of the donor make budgetary changes within the budget, provided that these modifications (i) do not cause the total amount of the project/activities budget to be exceeded, (ii) do not exceed 10% per individual budget position, and (iii) are notified to the donor with the next financial report at the latest. If, in the course of the execution of the contract, the organization notices that the budget might be subject to significant modifications (more than 10% per individual budget position) and that differences may arise between the effective expenditures (per different budget position) and those budgeted and/or the project/activities budget considered in its entirety (income and expenses), the organization must immediately inform the donor and request its prior written approval.

Article 3 Operational and financial reports

3.1. The organization shall provide the donor with the following combined operational and financial reports:

| | For the period | | | to receive | |
|-----------------------|----------------|----|----------|-------------------|----|
| Report/Account/Budget | from | to | language | at the latest: | Ср |
| | | | | | |

- see annex
- 3.2. The financial reports shall conform to the budget and shall mention expenditures and income, as well as any possible interest income related to the whole project/activities. The accounts, supporting and other documents shall be kept for a period of at least 10 years.
- 3.3. The financial reports of the whole project shall be audited annually by an independent external auditing firm approved by the donor. The terms of references in annex 3 are applicable.
- 3.4. Upon request the organization shall provide the donor with audited financial statements of the whole organization.

Article 4 Payment

- 4.1. The contribution shall be paid into an interest bearing bank account of the organization in the following manner:
 - see annex

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- 4.2. The above-mentioned instalments shall be adjusted in function of the balance of the preceding period and carried over to the following period (either positive or negative). A possible positive final balance shall be reimbursed to the donor within 90 days following the end of the present contract.
- 4.3 If it is determined that activities not foreseen in the present contract have been financed by the contribution, the costs of such activities shall be deducted from the next instalment or reimbursed on demand to the donor. In addition, the donor is entitled to terminate the contract prematurely as per Art. 10.2 below.
- 4.4. Interest income must be clearly declared in the financial reports and may be used as an additional contribution, but solely within the framework of the project/activities.
- 4.5. Should the total of all contributions of all donors exceed the total cost of the project/activities, the surplus shall be reimbursed to the donor in proportion of his contribution.

Article 5 General provision

- 5.1. The organization commits to execute the present contract with due care and diligence.
- 5.2. The organization is responsible for all decisions concerning the purchase of services and/or goods and commits to respect the principles of free and equitable competition, as well as the legal provisions of the country of origin of the purchases. All purchases or equipment acquired for the project/activities immediately become the property of the organization and shall be used only for the project/activities. The organization will maintain an up-to-date inventory.
- 5.3. Unless otherwise informed by the donor, the organization commits to clearly mention his participation in the project/activities.
- 5.4. The results of the activities performed based on the present contract, as well as any intellectual property rights, including copy rights (pertaining thereto), shall be considered to be the property of the organization. The donor is the co-holder of these rights during the contract duration and the next two years after its expiration. If these intellectual property rights generate any income, the parties will agree on the utilization of the said income.

Article 6 Anti-corruption clause

Within the framework of this contract, the parties shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behaviour constitutes a violation of the present contract and justifies its termination as well as/or the recourse to supplementary measures in accordance with applicable legislation.

Article 7 Right of examination

The donor as well as any third party appointed by it and the Federal Audit Office are entitled to a right to examine the project/activities and all respective documents at any time.

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Article 8 Annexes

The following attachments form an integral part of this contract:

- Project or activities document
- Budget
- Terms of reference Financial review
- Special provisions
- Payment schedule
- Reports to submit

Article 9 Amendments

Any amendment to the present contract shall be drawn up in writing with the consent of both parties.

Article 10 Termination

- 10.1. The present contract may be terminated at any time by each of the parties, subject to written notice given three months in advance.
- 10.2. In the event of non-compliance, non-execution or breach of the assumed obligations by one of the parties, the other party may, after written notice, terminate the contract with immediate effect.
- 10.3. If events resulting from force majeure (natural disaster, etc.) prevent the execution of this contract, either party may terminate the contract from the moment of the impossibility of implementation.
- 10.4. In case of a premature termination of the contract, the organization shall establish a final operational report and a final financial report. The donor shall participate in possible expenses incurred or arising from the premature termination according to the initial financing key, except in case of defaults by the organization. All instalments paid by the donor and all material purchased with his funds which have not been committed to the project/activities, shall be returned to the donor within three months following the moment of premature termination.

Article 11 Duration

The contract covers the period from 15.07.2013 to 30.06.2017. It shall come into force on the date of its signature by both parties and shall end when each party has fulfilled all its contractual obligations.

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Article 12 Applicable law and place of jurisdiction

In case of dispute arising out or in relation to the present contract, the parties agree to undertake all efforts to find an adequate amicable settlement before instituting any legal procedures.

The law applicable to this contract shall be the private law of see special provisions. The place of jurisdiction shall be Bern, Switzerland.

Signed in Jerusalem, on 12 December 2013

Federal Department of Foreign Affairs FDFA Swiss Cooperation Office Gaza & WestBank

Véronique Hulmann Marti Director of Cooperation in Stockholm, on 18 Decemberry

NIRAS Natura AB

Stina Mossberg Managing Director

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BUDGET according to programme components

| Grant Funds | | Proportion | Total USD | Dorcontago |
|---|--|---|--|---|
| | | of total | Total USD | of overall programme budget |
| Core funds | | 80% | 10'391'520 | Duaget |
| Project funds | | 20% | 2'597'880 | |
| Total Creat France | | | 12'989'400 | 72.00 |
| Total Grant Funds | 100-110-110-110-110-110-110-110-110-110 | | 12 303 400 | 73.89 |
| Capacity Building and Policy Dia | alogue | | | na na nazar ya mene may ez endan az enda |
| CSO Capacity Building and Policy Dialogue Costs | Ref. to objective | Proportion of total phase* | Total USD | Percentage of overall programme budget |
| nception* | Total Inception | | | |
| | 639'000 | 40% | 255'600 | 1.59 |
| Implementation | | Man Months | | |
| CSO Capacity Building and CSO env. | Objective 3 | 98.5 | 828'400 | 59 |
| Policy Dialogue | Objective 4 | 80 | 697'200 | 40 |
| Total CSO Capacity Building and Policy Dialogue Costs | | | 1'525'600 | 99 |
| Closing phase* | Total Closing Phase | | | |
| | 425'000 | 40% | 170'000 | 15 |
| Total Capacity Building and Policy Dialogue Cost | | | 1'951'200 | 11.19 |
| Costs related to Programme Management | Ref. to | Dunmantina | | |
| | objective | Proportion of total | Total USD | |
| Inception Phase | objective Total | | Total USD | |
| Inception Phase Staff costs | objective | of total | 318'000 | |
| Staff costs Reimbursable costs | objective Total Inception | of total phase* | 318'000 65'400 | |
| Staff costs | Total Inception 530000 | of total phase* | 318'000 | 2.2 |
| Staff costs Reimbursable costs | Total Inception 530000 | of total phase* | 318'000 65'400 | 2.2 |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs | Total Inception 530000 109000 Ref. to objective Objective 1 | of total phase* 60% 60% Man Months 81 | 318'000 65'400 383'400 Total USD 569'600 | 2.2 |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs | Total Inception 530000 109000 Ref. to objective | of total phase* 60% 60% Man Months | 318'000 65'400 383'400 Total USD 569'600 890'400 | 2.2 |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs | Total Inception 530000 109000 Ref. to objective Objective 1 | of total phase* 60% 60% Man Months 81 | 318'000 65'400 383'400 Total USD 569'600 | |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs Total Management Costs | Total Inception 530000 109000 Ref. to objective Objective 1 Objective 2 | of total phase* 60% 60% Man Months 81 139 | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 | |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs | Total Inception 530000 109000 Ref. to objective Objective 1 | of total phase* 60% 60% Man Months 81 | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 | |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs Total Management Costs Closing Phase | Total Inception 530000 109000 Ref. to objective Objective 1 Objective 2 Total Closing Phase 340000 | of total phase* 60% 60% Man Months 81 139 Proportion of total phase* 60% | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 1'946'000 Total USD | |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs Total Management Costs Closing Phase Staff costs Reimbursable costs | Total Inception 530000 109000 Ref. to objective Objective 1 Objective 2 Total Closing Phase | of total phase* 60% 60% Man Months 81 139 Proportion of total phase* | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 1'946'000 Total USD | 11.1 |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs Total Management Costs Closing Phase | Total Inception 530000 109000 Ref. to objective Objective 1 Objective 2 Total Closing Phase 340000 | of total phase* 60% 60% Man Months 81 139 Proportion of total phase* 60% | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 1'946'000 Total USD | 11.1 |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs Total Management Costs Closing Phase Staff costs Reimbursable costs | Total Inception 530000 109000 Ref. to objective Objective 1 Objective 2 Total Closing Phase 340000 | of total phase* 60% 60% Man Months 81 139 Proportion of total phase* 60% | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 1'946'000 Total USD | 11.1 |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs Total Management Costs Closing Phase Staff costs Reimbursable costs Total Cost Closing Phase | Total Inception 530000 109000 Ref. to objective Objective 1 Objective 2 Total Closing Phase 340000 | of total phase* 60% 60% Man Months 81 139 Proportion of total phase* 60% | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 1'946'000 Total USD 204'000 51'000 | 1.4 0.4 |
| Staff costs Reimbursable costs Total Cost Inception Phase Implementation Phase HR/IHL secretariat, staff costs Grant Fund management, staff costs Reimbursable costs Total Management Costs Closing Phase Staff costs Reimbursable costs Total Cost Closing Phase Mid Term Review | Total Inception 530000 109000 Ref. to objective Objective 1 Objective 2 Total Closing Phase 340000 | of total phase* 60% 60% Man Months 81 139 Proportion of total phase* 60% | 318'000 65'400 383'400 Total USD 569'600 890'400 486'000 1'946'000 Total USD 204'000 51'000 255'000 | 1. |

rate

0.95

18%

16'720'000

3'000'000

Equivalent in CHF Swiss Contribution

Tel (1)



Management of a Secretariat to Support Human Rights and International Humanitarian Law for NGOs operating in the Occupied Palestinian Territory

3.1 BUDGET

FEES

| Position/Name | Unit | USD per unit | Number of unit | Total USD |
|--|-------|-----------------|----------------|-----------|
| Long Term Professional | | | | |
| Programme Director, Khalil Ansara | Hour | 140 | 2'640 | 369'600 |
| Secretariat Manager, Mustafa Mari | Month | 10'000 | 44 | 440'000 |
| Fund Manager, Mahmoud Musleh | Month | 8'000 | 42 | 336'000 |
| Financial Manager, Bashar Sh. Qara | Month | 8'000 | 44 | 352'000 |
| Communication Officer, TBD | Month | 8'000 | 42 | 336'000 |
| CSO Facilitator/Capacity Building Advisor - Ibrahim Bisharat | Month | 8'000 | 42 | 336'000 |
| CSO Facilitator / Capacity Building Advisor - Jawad Harb | Month | 8'000 | 42 | 336'000 |
| M&E Advisor, Mustafa Khawaja | Hour | 40 | 1'440 | 57'600 |
| Finance and Administration Officer, Gaza TBD | Month | 5'000 | 42 | 210'000 |
| Short Term Professional | | | | |
| National short term consultants | Hour | 45 | 5'280 | 237'600 |
| International short term consultants | Hour | 180 | 3'520 | 633'600 |
| Long Term Support Staff | | | | |
| Office Assistant Secretariat in Ramallah | Month | 2'200 | 48 | 105'600 |
| Office service staff and driver, secretariat in Ramallah | Month | 1'400 | 48 | 67'200 |
| Office Service staff Gaza | Month | 800 | 48 | 38'400 |
| SUBTOTAL FEES | | | | 3'855'600 |

REIMBURSABLE EXPENSES

1. Office, Rent and Running Costs

| | Unit | USD per unit | Number of unit | Total USD |
|---|-------|-----------------|----------------|-----------|
| Office rent, Ramallah and Gaza | Month | 1500 | 48 | 72'000 |
| Internet, telephone, mobile phones, etc. | Month | 750 | 48 | 36'000 |
| Electricity, water, cleaning | Month | 500 | 48 | 24'000 |
| Office consumables | Month | 200 | 48 | 9'600 |
| Back-up facilities soft/hardware, maintenance, upgrading, server facilities | Month | 500 | 48 | 24'000 |
| Printing material etc. | Year | 8000 | 4 | 32'000 |
| Subtotal Office, Rent and Running Costs | · | | | 197'600 |

2. Procurement

| Type of equipment | USD per unit | Number of units | Total USD |
|---|-----------------|-----------------|-----------|
| Computers | 800 | 12 | 9'600 |
| Office copy machine, printer, projector, etc. | 4'000 | 1 | 4'000 |
| Office furniture and other equippment | 20'000 | 1 | 20'000 |
| Subtotal Procurement | | | 22'60 |

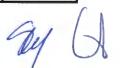
3. Travel, Hotel, Per diem

| | Unit | USD per | Number of | Total USD |
|--|---------------|---------|-----------|-----------|
| | | unit | units | |
| International flights, incl. Taxis to and from airports | Return flight | 1'000 | 50 | 50'000 |
| Vehicle rent | Months | 1'400 | 48 | 67'200 |
| Vehicle fuel | Months | 350 | 48 | 16'800 |
| Local travel, taxi and milage claims | Months | 100 | 48 | 4'800 |
| Hotel, international short term consultants & "field visits" | Nights | 100 | 600 | 60'000 |
| Per Diem | Days | 90 | 500 | 45'000 |
| meal costs, "field visits" | Days | 50 | 100 | 5'000 |
| Subtotal Travel, Hotel, Per diem | - All Andrews | | | 248'800 |

4. Workshops, Training meetings. Audit & Micellaneous

| | Unit | USD per unit | Number of units | Total USD |
|---|----------|-----------------|-----------------|-----------|
| Workshops, training meetings and other meetings | per year | 20'000 | 4 | 80'000 |
| Audit | per year | 15'000 | 4 | 60'000 |
| Misellaneous, unforeseen | | 60'000 | 1 | 60'000 |
| Subtotal Workshops, Training meetings. Audit & Micellaneous | | - in | | 200'000 |
| SUBTOTAL REIMBURSABLE EXPENSES | | | | 680'000 |
| Mid Term review | | | | 75'000 |
| GRAND TOTAL, fees and reimbursables | | | - | 4'610'600 |

Note: Fees should be adjusted annually , first adjustment shall be done twelve month after the project start. Fee adjustment shall be based on the Swedish Index for consultancy services K84. Using as base month January 2013.



Management of a Secretariat to Support Human Rights and International Humanitarian Law for NGOs operating in the Occupied Palestinian Territory

3.2 INCEPTION BUDGET

FEES

| Position/Name | Unit | USD per unit | Number of unit | Total USD |
|--|-------|-----------------|----------------|---------------|
| Long Term Professional | | | | |
| Programme Director, Khalil Ansara | Hour | 140 | 640 | 89'600 |
| Secretariat Manager, Mustafa Mari | Month | 10'000 | 6 | 60'000 |
| Fund Manager, Mahmoud Musleh | Month | 8'000 | 6 | 48'000 |
| Financial Manager, Bashar Sh. Qara | Month | 8'000 | 6 | 48'000 |
| Communication Officer, TBD | Month | 8'000 | 6 | 48'000 |
| CSO Facilitator/Capacity Building Advisor - Ibrahim Bisharat | Month | 8'000 | 6 | 48'000 |
| CSO Facilitator / Capacity Building Advisor - Jawad Harb | Month | 8'000 | 6 | 48'000 |
| M&E Advisor, Mustafa Khawaja | Hour | 40 | 480 | 19'200 |
| Finance and Administration Officer, Gaza - TBD | Month | 5'000 | 6 | 30'000 |
| Short Term Professional | | | | 7 A 110 TH. T |
| National short term consultants | Hour | 45 | 160 | 7'200 |
| International short term consultants | Hour | 180 | 320 | 57'600 |
| Long Term Support Staff | | | | |
| Office Assistant Secretariat in Ramallah | Month | 2'200 | 6 | 13'200 |
| Office service staff and driver, secretariat in Ramallah | Month | 1'400 | 6 | 8'400 |
| Office Service staff Gaza | Month | 800 | 6 | 4'800 |

| SUBTOTAL FEES | 530'000 |
|---------------|---------|
| | |

REIMBURSABLE EXPENSES

1. Office, Rent and Running Costs

| | Unit | USD per unit | Number of unit | Total USD |
|---|-------|-----------------|----------------|-----------|
| Office rent, Ramallah and Gaza | Month | 1500 | 6 | 9'000 |
| Internet, telephone, mobile phones, etc. | Month | 750 | 6 | 4'500 |
| Electricity, water, cleaning | Month | 500 | 6 | 3'000 |
| Office consumables | Month | 200 | 6 | 1'200 |
| Back-up facilities soft/hardware, maintenance, upgrading, server facilities | Month | 500 | 6 | 3'000 |
| Printing material etc. | Year | 8000 | 0.5 | 4'000 |
| Subtotal Office, Rent and Running Costs | | | | 24'700 |

2. Procurement

| Type of equipment | USD per unit | Number of units | Total USD |
|---|--------------|-----------------|-----------|
| Computers | 800 | 9 | 7'200 |
| Office copy machine, printer, projector, etc. | 4'000 | 1 | 4'000 |
| Office furniture and other equippment | 20'000 | 1 | 20'000 |

3. Travel, Hotel, Per diem

| | Unit | USD per unit | Number of units | Total USD |
|--|---------------|-----------------|-----------------|-----------|
| International flights, incl. Taxis to and from airports | Return flight | 1'000 | 7 | 7'000 |
| Vehicle rent | Months | 1'400 | 6 | 8'400 |
| Vehicle fuel | Months | 350 | 6 | 2'100 |
| Local travel, taxi and milage claims | Months | 100 | 6 | 600 |
| Hotel, international short term consultants & "field visits" | Nights | 100 | 50 | 5'000 |
| Per Diem | Days | 90 | 50 | 4'500 |
| meal costs, "field visits" | Days | 50 | 10 | 500 |
| Subtotal Travel, Hotel, Per diem | | | | 28'100 |

4. Workshops, Training meetings. Audit & Micellaneous

GRAND TOTAL, fees and reimbursables

| | Unit | USD per unit | Number of units | Total USD |
|---|----------|-----------------|-----------------|-----------|
| Workshops, training meetings and other meetings | per year | 20'000 | 0.5 | 10'000 |
| Audit | per year | 15'000 | 0 | 0 |
| Misellaneous, unforeseen | | 60'000 | 0.25 | 15'000 |
| Subtotal Workshops, Training meetings. Audit & Micellaneous | | | | 25'000 |

| SUBTOTAL REIMBURSABLE EXPENSES | 109'000 |
|--------------------------------|---------|
| | 103 000 |

| CODICINE MEDITORISME EXTENDED | | | 103 000 |
|-------------------------------|--|--|---------|
| | | | |
| | | | |

84

639'000

Management of a Secretariat to Support Human Rights and International Humanitarian Law for NGOs operating in the Occupied Palestinian Territory

3.3 IMPLEMENTATION BUDGET

FEES

| Position/Name | Unit | USD per unit | Number of unit | Total USD |
|--|-------|-----------------|----------------|-----------|
| Long Term Professional | | | | |
| Programme Director, Khalil Ansara | Hour | 140 | 1'680 | 235'200 |
| Secretariat Manager, Mustafa Mari | Month | 10'000 | 32 | 320'000 |
| Fund Manager, Mahmoud Musleh | Month | 8'000 | 32 | 256'000 |
| Financial Manager, Bashar Sh. Qara | Month | 8'000 | 32 | 256'000 |
| Communication Officer, TBD | Month | 8'000 | 32 | 256'000 |
| CSO Facilitator/Capacity Building Advisor - Ibrahim Bisharat | Month | 8'000 | 32 | 256'000 |
| CSO Facilitator / Capacity Building Advisor - Jawad Harb | Month | 8'000 | 32 | 256'000 |
| M&E Advisor, Mustafa Khawaja | Hour | 40 | 640 | 25'600 |
| Finance and Administration Officer, Gaza - TBD | Month | 5'000 | 32 | 160'000 |
| Short Term Professional | | | | |
| National short term consultants | Hour | 45 | 5'120 | 230'400 |
| International short term consultants | Hour | 180 | 3'200 | 576'000 |
| Long Term Support Staff | | | | |
| Office Assistant Secretariat in Ramallah | Month | 2'200 | 36 | 79'200 |
| Office service staff and driver, secretariat in Ramallah | Month | 1'400 | 36 | 50'400 |
| Office Service staf Gaza | Month | 800 | 36 | 28'800 |

| SUBTOTAL FEES | 2'985'600 |
|---------------|-----------|
| | |

REIMBURSABLE EXPENSES

1. Office, Rent and Running Costs

| | Unit | USD per | Number of | Total USD |
|---|-------|---------|-----------|-----------|
| | | unit | unit | |
| Office rent, Ramallah and Gaza | Month | 1500 | 36 | 54'000 |
| Internet, telephone, mobile phones, etc. | Month | 750 | 36 | 27'000 |
| Electricity, water, cleaning | Month | 500 | 36 | 18'000 |
| Office consumables | Month | 200 | 36 | 7'200 |
| Back-up facilities soft/hardware, maintenance, upgrading, server facilities | Month | 500 | 36 | 18'000 |
| Printing material etc. | Year | 8000 | 3 | 24'000 |
| Subtotal Office, Rent and Running Costs | | 1 | | 148'200 |

2. Procurement

| Type of equipment | USD per | Number of | Total USD |
|---|---------|-----------|-----------|
| | unit | units | |
| Computers | 800 | 3 | 2'400 |
| Office copy machine, printer, projector, etc. | 4'000 | 0 | 0 |
| Office furniture and other equippment | 20'000 | 0 | 0 |
| | | | |
| Subtotal Procurement | | | 2'400 |

3. Travel, Hotel, Per diem

| | Unit | USD per unit | Number of units | Total USD |
|--|---------------|-----------------|-----------------|-----------|
| International flights, incl. taxis to and from airports | Return flight | 1'000 | 40 | 40'000 |
| Vehicle rent | Months | 1'400 | 36 | 50'400 |
| Vehicle fuel | Months | 350 | 36 | 12'600 |
| Local travel, taxi and milage claims | Months | 100 | 36 | 3'600 |
| Hotel, international short term consultants & "field visits" | Nights | 100 | 520 | 52'000 |
| Per Diem | Days | 90 | 420 | 37'800 |
| meal costs, "field visits" | Days | 50 | 80 | 4'000 |
| Subtotal Travel, Hotel, Per diem | | 1 | | 200'400 |

4. Workshops, Training meetings. Audit & Micellaneous

| | Unit | USD per unit | Number of units | Total USD |
|---|----------|-----------------|-----------------|-----------|
| Workshops, training meetings and other meetings | per year | 20'000 | 3 | 60'000 |
| Audit | per year | 15'000 | 3 | 45'000 |
| Misellaneous, unforeseen | | 60'000 | 0.50 | 30'000 |
| Subtotal Workshops, Training meetings. Audit & Micellaneous | | | | 135'000 |
| SUBTOTAL REIMBURSABLE EXPENSES | | | | 486'000 |
| GRAND TOTAL, fees and reimbursables | | | | 3'471'600 |





Management of a Secretariat to Support Human Rights and International Humanitarian Law for NGOs operating in the Occupied Palestinian Territory

3.4 CLOSING PHASE BUDGET

FEES

| Position/Name | Unit | USD per unit | Number of unit | Total USD |
|--|-------|-----------------|----------------|-----------|
| Long Term Professional | | | | |
| Programme Director, Khalil Ansara | Hour | 140 | 320 | 44'800 |
| Secretariat Manager, Mustafa Mari | Month | 10'000 | 6 | 60'000 |
| Fund Manager, Mahmoud Musleh | Month | 8'000 | 4 | 32'000 |
| Financial Manager, Bashar Sh. Qara | Month | 8'000 | 6 | 48'000 |
| Communication Officer, TBD | Month | 8'000 | 4 | 32'000 |
| CSO Facilitator/Capacity Building Advisor - Ibrahim Bisharat | Month | 8'000 | 4 | 32'000 |
| CSO Facilitator / Capacity Building Advisor - Jawad Harb | Month | 8'000 | 4 | 32'000 |
| M&E Advisor, Mustafa Khawaja | Hour | 40 | 320 | 12'800 |
| Finance and Administration Officer, Gaza - TBD | Month | 5'000 | 4 | 20'000 |
| Short Term Professional | | | | 2014 |
| National short term consultants | Hour | 45 | | 0 |
| International short term consultants | Hour | 180 | | 0 |
| Long Term Support Staff | | | | |
| Office Assistant Secretariat in Ramallah | Month | 2'200 | 6 | 13'200 |
| Office service staff and driver, secretariat in Ramallah | Month | 1'400 | 6 | 8'400 |
| Office Service staff Gaza | Month | 800 | 6 | 4'800 |

SUBTOTAL FEES 340'000

REIMBURSABLE EXPENSES

1. Office, Rent and Running Costs

| | Unit | USD per unit | Number of unit | Total USD |
|---|-------|-----------------|----------------|-----------|
| Office rent, Ramallah and Gaza | Month | 1500 | 6 | 9'000 |
| Internet, telephone, mobile phones, etc. | Month | 750 | 6 | 4'500 |
| Electricity, water, cleaning | Month | 500 | 6 | 3'000 |
| Office consumables | Month | 200 | 6 | 1'200 |
| Back-up facilities soft/hardware, maintenance, upgrading, server facilities | Month | 500 | 6 | 3'000 |
| Printing material etc. | Year | 8000 | 1 | 4'000 |
| Subtotal Office, Rent and Running Costs | | | | 24'700 |

2. Procurement

| USD per | Number of | Total USD |
|---------|----------------------|--------------------------------|
| | 0 | 0 |
| 4'000 | 0 | 0 |
| 20'000 | 0 | 0 |
| | | 0 |
| | unit 800 4'000 | unit units 800 0 4'000 0 |

3. Travel, Hotel, Per diem

| | Unit | USD per | Number of | Total USD |
|--|---------------|---------|-----------|-----------|
| | | unit | units | |
| International flights, incl. Taxis to and from airports | Return flight | 1'000 | 3 | 3'000 |
| Vehicle rent | Months | 1'400 | 6 | 8'400 |
| Vehicle fuel | Months | 350 | 6 | 2'100 |
| Local travel, taxi and milage claims | Months | 100 | 6 | 600 |
| Hotel, international short term consultants & "field visits" | Nights | 100 | 30 | 3'000 |
| Per Diem | Days | 90 | 30 | 2'700 |
| meal costs, "field visits" | Days | 50 | 10 | 500 |
| Subtotal Travel, Hotel, Per diem | | | | 20'300 |

4. Workshops, Training meetings. Audit & Micellaneous

| | Unit | USD per unit | Number of units | Total USD |
|---|----------|-----------------|-----------------|-----------|
| Workshops, training meetings and other meetings | per year | 20'000 | 0.5 | 10'000 |
| Audit | per year | 15'000 | 1 | 15'000 |
| Misellaneous, unforeseen | | 60'000 | 0.25 | 15'000 |
| Subtotal Workshops, Training meetings. Audit & Micellaneous | | | | 40'000 |

| SUBTOTAL REIMBURSABLE EXPENSES | | 85'000 |
|--------------------------------|--|------------|
| | | |

| GRAND TOTAL, fees and reimbursables | 425'000 |
|-------------------------------------|---------|
|-------------------------------------|---------|

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Annex

Special provisions

Contract no. 81019695 (Contribution outside Switzerland)

provisions, the Special provisions shall prevail.

HR and IHL Secretariat (NIRAS)

SDC and NIRAS (the organization) hereby agree that the following provisions shall be applicable to their bilateral Contract number 81019695. In the event of a conflict between the mentioned bilateral Contract and these Special

- 1. The organization has been contracted by the Government of Sweden, represented by Sida on behalf of other donors, (namely the Government of Denmark, The Netherlands Minister for Foreign Trade and Development Cooperation and the Government of Switzerland represented by SDC), to set up and manage a human right/International humantirain Law Secretariat, as described in Annex 1 of this bilateral Contract. SDC wishes to contribute financially to that project based on the following conditions:
 - a. SDC commits to cover its contribution for the inception phase with other donors based upon its indicative share (of about 18%) out of the overall total budget to cover the inception phase of the project starting on 15 July 2013 and ending 31 December 2013.
 - b. SDC's commitment for the following phases (Implementation and closing phases) is subject to SDC's written acceptance of the results of the inception phase. These results include:
 - A solid HR/IHL strategic results framework based on a shared Vision/ theory of change, needs'
 assessments and a participatory process, to guide program implementation, fund management
 decisions, and to highlight concurrent IHL/HR issues for policy dialogue and development
 among donors, duty bearers and CSOs;
 - A strong mutual commitment to policy dialogue facilitating and increasing interaction between Donors and CSOs funded through the Secretariat;
 - The establishment of an agreed upon reference group to provide the needed advice
 - An adequately revised balanced budget for the Secreatariat (management costs vs. grants) considering the outcomes of the inception phase,
 - An agreed upon co-financing agreement among the donors of the HR/IHL Secretariat.
- Based on the above, SDC will decide by 30 December 2013 whether the present contract is confirmed or not. SDC will send its decision on the continuation of its contribution beyond the inception phase in writing to the organization.
- 3. In case of a negative decision, the present contract will be terminated with immediate effect and SDC will be responsible only to cover its financial obligations for the inception phase as stipulated in the attached budget in Annex 3 to the extent of the organization's fulfilment of its contractual obligations.
- 4. Article 3.3 is adapted in the sense that SDC does accept that the yearly audit is executed according to the TORs specified in the bilateral contract between the lead donor SIDA and NIRAS. Accordingly the "Terms of reference Financial Review" are not annexed (see Article 8).
- 5. In addition to the mentioned documents in Article 8 the "Co-Financing arrangement" of 27 November 2013 (including its annexes) forms an annex to this contract.
- 6. In derogation of Article 10, Termination, the present contract may be terminated at any time by each of the parties, subject to written notice given **6 months** in advance.



Annex

Contract nb.:

81019695 from 12.12.2013

Contract value:

CHF 3,000,000.00

Contract title:

HR and IHL Secretariat (NIRAS)

Project:

7F-04397.04

Contract partner:

NIRAS Natura AB Fleminggatan 14

107 24 Stockholm

Payment Schedule

| Date | Amount | Type of payment |
|------------|------------|--|
| 12.12.2013 | 100,000.00 | Advance payment |
| 31.01.2014 | 950,000.00 | Payment |
| 01.04.2015 | 975,000.00 | Payment |
| 01.04.2016 | 925,000.00 | Payment |
| 30.09.2017 | 50,000.00 | Final payment |
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Annex

Contract nb.: 81019695 du 12.12.2013 Contract value: CHF 3,000,000.00

Contract title: HR and IHL Secretariat (NIRAS)

Project: 7F-04397.04 Contract partner: NIRAS Natura AB

Fleminggatan 14 107 24 Stockholm

Reports to submit

| Re | port | (from – to) | Pc. | Language | Due on | |
|----|--------------------------|-----------------------------|-----|----------|------------|--|
| - | yearly plan of operation | (15.07.2013 - 31.12.2016) | 1 | English | 12.12.2013 | |
| Z | Annual Budget | (01.01.2014 - 31.12.2016) | 1 | English | 12.12.2013 | |
| Α | Operational Report | (15.07.2013 - 31.12.2013) | 1 | English | 31.01.2014 | |
| Α | Financial Report | (15.07.2013 - 31.12.2013) | 1 | English | 31.01.2014 | |
| - | Operational Report | (01.01.2014 - 31.12.2014) | 1 | English | 01.03.2015 | |
| - | Financial Report | (01.01.2014 - 31.12.2014) | 1 | English | 01.03.2015 | |
| В | Audit Report | (15.07.2013 - 31.12.2014) | 1 | English | 01.04.2015 | |
| - | Operational Report | (01.01.2015 - 31.12.2015) | 1 | English | 01.03.2016 | |
| - | Financial Report | (01.01.2015 - 31.12.2015) | 1 | English | 01.03.2016 | |
| С | Audit Report | (01.01.2015 - 31.12.2015) | 1 | English | 01.04.2016 | |
| - | Operational Report | (01.01.2016 - 31.12.2016) | 1 | English | 01.03.2017 | |
| - | Financial Report | (01.01.2016 - 31.12.2016) | 1 | English | 01.03.2017 | |
| - | Audit Report | (01.01.2016 - 31.12.2016) | 1 | English | 01.04.2017 | |
| - | Audit Report | (15.07.2013 - 30.06.2017) | 1 | English | 30.09.2017 | |
| - | Operational Final Report | (15.07.2013 - 30.06.2017) | 1 | English | 30.09.2017 | |
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