



COMUNE DELLA SPEZIA



MUNICIPALITY OF JENIN

**Agreement between the Municipality of La Spezia and the  
Municipality of Jenin**

**for the Implementation of the**

*“Decentralised Cooperation Project  
in the Social-educational and Social-economical Fields  
at the Sharek Youth Centre in Jenin - Palestine”*

The subject agreement is set up between:

- The Municipality of La Spezia, represented by the Mayor, Mr. **Massimo Federici**, hereafter called **“first party”**
- The Municipality of Jenin, represented by the Deputy Mayor, Mr. **Ali Mohammed Shati Nabham**, hereafter called **“second party”**

**Whereas:**

- On the 18th of February, 2008 the Municipality of La Spezia submitted to Liguria Region an application for a contribution in compliance with the Regional Law n. 28 dated the 20th of August, 1998 relevant to “Interventions for the Co-operation towards the Development, the International Solidarity and Peace”, for the implementation of a self-consistent portion of an amount of € 30.000,00 of the “Decentralised Cooperation Project in the Social-educational and Social-economical Fields at the Sharek Youth Centre in Jenin - Palestine”, set up by the International Co-operation Committee of La Spezia and discussed with the Official Delegation from Jenin on the occasion of the European Peace Conference in the Middle East held in La Spezia on the 11<sup>th</sup> and 12<sup>th</sup> of April 2007.
- The afore said project, to be developed at the Sharek Centre using its personnel, equipment and furniture, is integrated with the construction of a building, which has already been completed. It forms its second phase, as foreseen by the project itself, approved and co-financed by the Palestinian Municipalities Support Program (PMSP) by the Italian Ministry of Foreign Affairs.
- A “Statement of Appreciation and Adhesion to the Project” issued by the Municipality of Jenin on the 14<sup>th</sup> of February, 2008 has been attached to the application for a contribution, the lack of which being a cause for rejection, with the commitment to support the complete project implementation by pre-emptively signing a specific protocol of understanding between the Municipality of La Spezia and the Municipality of Jenin. The said protocol will rule the mode of managing, the monitoring and the financial reporting of the project in order to set up a “control room” for the intervention.
- The project, of the amount of € 30.000, 00, will be co-financed from the Liguria Region, in case of approval from the Region itself, and from the group of partners in La Spezia of which the Municipality of La Spezia is the leading authority.
- After receiving the communication that the aforesaid contribution has been granted by Liguria Region, a period of thirty days begins for the start-up of the activities, in lack of which the contribution shall be withdrawn.

**What follows concerns the agreement between the parties (first and second party):**

1. The agreement is considered a legal document ruling the relationship between the **first** and the **second parties**, with reference to the "Decentralised Cooperation Project in the Social-educational and Social-economical Fields at the Sharek Youth Centre in Jenin - Palestine", attached to this document as an integral and substantial part of it, and to be wholly implemented according to the goals, the modes, the timing and the costs set in it and accrue from the date that will be pointed out from the Municipality of La Spezia with a following communication.
2. The **first** and the **second parties**, each of them according to its competence, shall set up two "Working Groups" and the "Training Group" foreseen by the project, informing each other on this matter and indicating the C.V.s of the members of the "Training Group".
3. The **second party** shall implement the project using the personnel, equipment and furniture of the Sharek Youth Centre, also as a form of project co-financing and through the NGO Sharek.
4. The **first party** shall avail itself of the NGO "Servizio Civile Internazionale" (SCI), only for what concerns the Italian personnel taking part in the "Training Group".
5. The **second party** is the legal body responsible for the implementation of the project, that it will put into effect in the most effective and transparent way, and for the submission to the **first party** of the activity program of each phase, of the intermediate reports at the end of the first and second phase and at the termination of the project, of the final report and of the balance sheet, including a true copy of the account documents certifying the actual expenditures.
6. The following tables summarise the costs foreseen for the project, subdivided for each implementation phase and more detailed in the project itself:

COSTS OF FIRST PHASE		TOTAL	
Italian facilitators (wages + insurance + travel)	€ 4.220,00	€ 4.220,00	A
Cost of local team	€ 750,00		B
		€ 750,00	
		€ 4.970,00	

COSTS OF SECOND PHASE		TOTAL	
Italian facilitators (wages + insurance + travel)	€ 7.240,00	€ 7.240,00	C
Cost of local team	€ 2.250,00		D
Pilot projects	€ 7.270,00		
In-house activities (courses)	€ 1.500,00	€ 11.020,00	
		€ 18.260,00	

COSTS OF THIRD PHASE		TOTAL
Italian facilitators (wages + insurance + travel)	€ 2.920,00	€ 2.920,00
Cost of local team	€ 1.500,00	
Pilot projects	€ 500,00	
In-house activities (courses)	€ 1.850,00	€ 3.850,00
		€ 6.770,00

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TOTAL FORESEEN COST	€ 30.000,00
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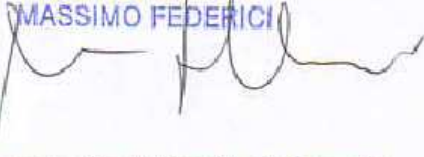
7. The **first party** will transfer to the **second party** the sums allocated for the costs relevant to the local personnel and for the implementation of the pilot projects, as detailed at position 6. of the tables, up to a total limit amount of € 15.620,00 (B+D+F). In case of lower or non acceptable expenditures incurred by the **second party**, the aforesaid total amount may be reduced consistently.
8. The **second party** shall open a bank account in Euros, specifically dedicated to the implementation of the project, through a bank operating in Palestine. The data of the subject bank account and of the persons entitled to manage it by the **second party** shall be indicated to the **first party** for their due approval.  
All the payments issued by the **first party** shall be transferred to that bank account as follows:
- an advance payment of € 9.372,00, corresponding to 60% of the total amount indicated at position 7, as long as Liguria Region has transferred the advance payment to the Municipality of La Spezia and the group of partners in La Spezia have transferred their contributions to the same authority and in any case after the **second party** has communicated to the **first party** that the project has started.
  - settlement, up to a limit of € 6248,00, corresponding to 40% of the total amount indicated at position 7, when the project is concluded, upon submission, within and not beyond thirty days from the conclusion of the project itself, of the final report and the balance sheet by the **second party**, and the approval of the same by the **first party**.
9. The **second party** shall issue all the payments for the project activities held in Jenin. Copies of all the payments made, of the relevant invoice and of the statements of account shall be handed over to the **first party**, together with the aforesaid final report and the balance sheet.
10. Any dispute or controversy with third parties having a direct connection with the project shall be dealt with by the **second party** with the aforesaid third parties, no responsibility being ascribed to the **first party**.
11. The **second party** is directly responsible towards the **first party** and shall keep all the documentation relevant to the project for a period of five years after the termination of the same.

12. Any modifications to the project activities and expenditure forecasts not approved in advance and in writing by the first party, entitle the latter to cancel its adhesion to the project and revoke the granted financing.

Read, approved and signed in La Spezia on the \_\_\_\_\_


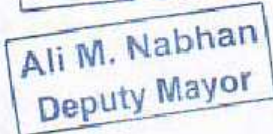
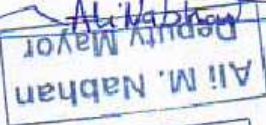
the Mayor of La Spezia  
Mr. Massimo Federici

IL SINDACO  
MASSIMO FEDERICI



Read, approved and signed in Jenin on the \_\_\_\_\_

the Deputy Mayor of Jenin  
Mr. Ali Mohammed Shati Nabham

03-07-2008