

# CONTRACT

## SERVICE CONTRACT

AICS/JER/AID 11279  
CIG: Z1D350752D  
CUP: H29E18000350001

**Italian Agency for Development Cooperation - Jerusalem Office (AICS Jerusalem)**

Mujir Ad-Din St. 2  
Sheikh Jarrah – postal code 9149301  
Jerusalem  
(‘the contracting authority’),

of the one part,

and

**The Palestinian Initiatives for the Promotion of Global Dialogue and Democracy (MIFTAH)**

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT:** SI-GEWE - Support to the institutionalisation of gender mainstreaming and women’s empowerment in the NPA 2017-2022

**CONTRACT TITLE:** “Women in decision-making positions in the public and third sector in Palestine”

**Identification number:**

REF: AICS/JER/AID 11279  
CIG: Z1D350752D  
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### (1) Subject

1.1 The subject of this contract is “**Women in decision-making positions in the public and third sector in Palestine**” implemented in Palestine with identification number:

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(‘the services’).

1.2 The contractor shall execute the tasks assigned in accordance with the terms of reference annexed to the contract (Annexe II)

### (2) Contract value

This contract, established in Euro, is a global price contract.  
The contract value is EUR 20.000,00

### (3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

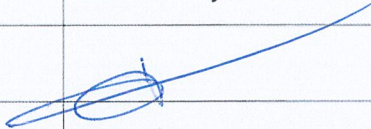
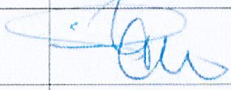
- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference (Annex II)
- the organisation and methodology (Annex III);

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

Done in English in two originals, one original for the contracting authority, and one original for the contractor.

For the contractor		For the contracting authority	
Name:	Tahreer Araj	Name:	Guglielmo Giordano
Signature:		Signature:	
Date:	14.03.2022	Date:	11.3.22



## SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2 Communications

#### 2.1 Contact persons:

For AICS Jerusalem:

Gabriella Cerretti

e-mail: [gabriella.cerretti@aics.gov.it](mailto:gabriella.cerretti@aics.gov.it)

For MIFTAH:

Tahreer Araj

e-mail: [tahreer@miftah.org](mailto:tahreer@miftah.org)

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

### Article 4 Subcontracting

4.9 Subcontracting are allowed

### Article 7 General obligations

The objective of this research is to provide AICS with in-depth information on the current state of Palestinian women representation in decision making positions in both the public and third sectors; the study will include:

- analysis of existing barriers that prevent women from holding decision-making positions in these sectors at the programmatic and policy levels in addition to promising practices;
- presentation of practical recommendations on how to promote women's participation and gender equality in leadership roles in Palestine;
- English translation of deliverables
- AICS visibility

### Article 12 - Liabilities

12.2 'By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 3/1000 each day of delay.

## **Article 19 Implementation of the tasks and delays**

19.1 The activities will be implemented in March – July 2022.

## **Article 29 Payment and interest on late payment**

29.1 Payments will be made in accordance with the following:

- 4.000,00 Euro (up to 20% of the contract value) will be paid after the signing of the contract, upon the delivery of a request of payment
- 8.000,00 Euro (up to 40% of the contract value) will be paid after one month of the beginning of the activities, upon the delivery of the intermediate report and the request of payment
- 8.000,00 Euro will be paid within 30 days following the submission of the final deliverable and upon the delivery of a request of payment.

29.2 Payment will be made via wire transfer

29.3 The prices shall be fixed and shall not be revised.

29.4 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

## **Article 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

## **Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Jerusalem, West Bank and Gaza applying the national legislation of the contracting authority.

## **Article 42 Data protection**

Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

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