



Royal Scientific Society/National Energy Research Center



**Agreement No. (46 /2017)**

Ref.: (180400)505/28/22/7437

Date : 27/3/2017

# **COOPERATION AGREEMENT**

## **The MENA Region Initiative as a model of NEXUS Approach and Renewable Energy Technologies (MINARET)**

**February, 2017**

**COOPERATION AGREEMENT  
FOR**

The MENA Region Initiative as a model of NEXUS  
Approach and Renewable Energy Technologies (MINARET)

**Parties of the contract**

**First Party: Royal Scientific Society (RSS)**  
**National Energy Research Centre (NERC)**  
*The Applicant/ lead partner*  
Tel: 00962 6 5338014  
P.O Box 1945 Jubieha - Amman 11941 Jordan

**Second Party: Youth Development Organization (YDO)**  
**Bakaata El Shouf, Lebanon**  
Tel: 009613161868

Individually referred to as “Party” and collectively as “Parties”.

The subject of this agreement is the cooperation on implementing MINARET Project activities in Jdaideh Municipality/Lebanon.

RSS/NERC and its partners have carried out the design and development of the project proposal. Moreover, RSS/NERC and YDO have agreed on the roles, responsibilities, and resources of the parties. Each organization will handle roles and responsibilities that are relevant to its experience and strength areas, therefore the parties **have agreed to the following:**

**Article 1 - Language, Rights and Obligations**

- All deliverables shall be submitted in English language.
- The rights and obligations of YDO are strictly limited to the terms and conditions of this contract. Accordingly, YDO shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, expert as expressly provided in this contract. YDO will be solely liable for claims by third parties arising from YDO own acts or omissions in the course pf performing the contract, and under no circumstances shall RSS/NERC be held liable for such claims by third parties.



## **Article 2- RSS/ NERC Responsibilities**

RSS/NERC is the Project Applicant (grant holder) in the action and is jointly implementing MINARET project with other project's partners; IUCN and FPEC, and RSS/NERC will be responsible for the following:

- a. The overall management and supervision of the project implementation during the project period 2016-2020.
- b. Overall coordination between partners, different stakeholders and beneficiaries.
- c. Overall monitoring of activities' implementation.
- d. Providing technical support for project partners and beneficiaries. Accordingly, it will handle the technical studies, plans, assessments, verifications, and building capacities at municipal level.
- e. Handling the majority of the project implementation activities especially those related to the energy efficiency, renewable energy and green actions development.
- f. Monitoring the overall financial expenditures and any use of funds.
- g. Reporting on the project progress to the donor.
- h. Assign trainers and consultants as well as provide the needed training material.
- i. RSS/NERC undertakes no responsibilities in respect of life, health, accident, travel or any other coverage for any person which may be necessary or desirable for the purpose of this agreement or for any personal undertaking activities under this agreement. Such responsibilities shall be borne by YDO.

## **Article 3- YDO Responsibilities**

YDO will be the Local Entity in Lebanon that will facilitate and support RSS/NERC's and the project partners' work in Jdaideh Municipality/Lebanon. YDO will assist in the overall project implementation in Lebanon according to the scheduled timeframe for implementing project activities.

- a. YDO shall act as a contact point and provide advice for the project's partners and consultants.
- b. YDO shall facilitate/coordinate meetings and cooperation between the project's partners and stakeholders in Tunisia.
- c. YDO shall provide all needed resources and support to facilitate the works execution in the targeted city/municipality in Tunisia.
- d. YDO will ensure that all activities are well managed and coordinated.
- e. YDO shall perform all communications needed with the relevant project's stakeholders in Lebanon (NGOs, Governmental Officials, Private Sector, etc.) in order to facilitate the work that will be executed by the project's partners such as:
  - ✓ Ensure the proper arrangement for all needed logistics for the project work / events (e.g Accommodations, transportations, events organizations, Invitation processes, etc.)
  - ✓ Ensure the best communication practices with the Jdaideh Municipality and other stakeholders.



- f. YDO shall open all communication channels that are necessary to keep the project within the developed timeframe.
- g. YDO will commonly have the responsibility of disseminating important information to relevant stakeholders.
- h. YDO shall provide full commitment and provide all facilitations to ensure the project's success.
- i. RSS/NERC will provide the YDO with the project action plan for Lebanon; accordingly, the YDO shall provide RSS/NERC with clear action plan showing the detailed actions to perform the services / activities stated in this agreement.

#### **Article 4- Payment and Financial conditions**

- a. YDO will receive a fixed amount of 800 USD on a monthly basis. The amount covers manpower and transportation.
- b. The payments shall be deposited into the YDO's bank account .
- c. YDO shall provide RSS/NERC with worksheets and clear deliverables.
- d. Abroad missions (travel & accommodation for one person) related to the project activities will be covered by the MINARET project.
- e. Any cost related to the project activities (e.g trainings, trainers, printed materials, meetings, workshops, consultants, visits, etc.) will be covered by the MINARET project.

#### **Article 5- agreement date & Duration**

Done in English in Two Originals, one original for each party. The duration of the agreement is from February 8<sup>th</sup>, 2017 and shall expire on November 15<sup>th</sup>, 2017. It can be renewed annually with the approval of both parties.

#### **Article 6 - Applicable law and dispute settlement**

Any dispute, controversy or claim arising out of or in connection with this Agreement that cannot be settled amicably shall be definitively resolved by arbitration in accordance with the Rules of the Jordanian regulations.

A single arbitrator shall be appointed. The place of arbitration shall be Jordan and the language used in the proceedings shall be Arabic.

This Agreement shall be governed by the substantive law of Jordan without regard to its conflict of law rules.



## Article 7 - Termination

The RSS/NERC terminate this contract, by not less than thirty (30) days written notice of termination to the YDO, to be given after the occurrence of any of events specified in the paragraphs (a) and (b) of this clause.

- (a) If YDO does not remedy a failure in the performance of his obligations under the contract, within one month after being notified or within any further period as the RSS/NERC may have subsequently approved in written.
- (b) If, as the result of Force Majeure, YDO is unable to perform a material portion of services for a period of not less than two months.

In witness whereof, the representatives of the parties, have on behalf of their organizations signed the present agreement.

On behalf of  
Royal Scientific Society (RSS) /  
National Energy Research Centre (NERC)  
Name: Eng. Rafat Assi  
Title: Acting vice President  
for Research and Development  
Date: 26 March, 2017

Signature

Assi

الجمعية العلمية  
المركز الوطني لبحوث الطاقة  
Royal Scientific Society  
National Energy Research Center  
(NERC / RSS)

On behalf of  
Youth Development Organization (YDO)

Name: Dr. Rola Jaafar  
Title: Director

Date:

30-3-2017

Date: التاريخ



Signature