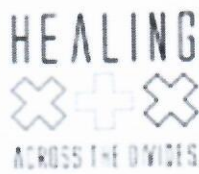


Set forth and signed on **23/04/2022**

Commitment to Implement Project (hereinafter, CTIP)

Name of Grant Recipient Body (hereinafter, the "Grantee")	AL Majd Society for Community Development
Address	Jenin City – Hayfa Street – Albareeq Building 5floor
Telephone	+97242509694
Contact Name	Ghassan Al Shiekh
Contact Telephone	+972599750098
Email	ghassanalshiekh@gmail.com
Bank Name	THE NATIONAL BANK
Branch Name and Number Account Name	The National Bank - Nazareth Street Branch (01) – Bank # (27)
SWIFT (BIC) Code	TNBCPS22XXX
Account Number	10058915
Routing Number/IBAN Number	PS32TNBC000000000001004894948
Grant Start Date	April 25, 2022
Total Project Budget (USD)	\$84,000



Total Grant Amount Approved for 1st Year (USD)	\$28,000
1st Installment 40%	\$11,200
2nd Installment 20%	\$5,600
3rd Installment 40%	\$11,200
Mid-year Report Date	October 25, 2022
Annual 1st Year Report Date	April 25, 2023
2nd Year Work-Plan Due Date	May 5, 2023

Whereas,

Healing Across The Divides Organization (hereinafter, "HATD"), represented in the Palestine by Nehad Fattah, has agreed to grant to AL Majd Society for Community Development an overall amount of \$84,000 USD over three years.

WHEREAS: This grant is intended for implementation of a project as described in this CTIP and in Annex A to this CTIP (hereinafter, the "Healthy Children, Healthy Minds").

WHEREAS: The Grantee hereby declares that it is in possession of the necessary knowledge, experience, expertise and skills to implement the project.

WHEREAS: The Grantee is interested in managing and implementing the project;
Therefore, the Grantee hereby makes the following commitment:



1. Introduction and Annexes

1.1. The introduction and annexes to this CTIP constitute an integral part thereof.

2. Nature of the Commitment

- 2.1. The Grantee hereby undertakes to manage and operate the project professionally and in its entirety.
- 2.2. The Grantee, and any of its suitably authorized personnel, shall be empowered to declare to the local and other authorities involved in the implementation of the project that it is working in partnership with HATD in all matters related to the project.

3. Project Scope and Costs

- 3.1. The approved budget for implementation of the project is attached as **Annex B** to this CTIP.
- 3.2. Any significant change in the details of **Annex B** is subject to the prior written consent of the Grantee and HATD.

4. CTIP Period

- 4.1. This CTIP shall be valid with effect from April 2022 until April 2023. The Grantee hereby undertakes to complete the project within this period of validity of the Agreement.
- 4.2. Notwithstanding the content of paragraph 4.1 above, HATD and the Grantee are hereby empowered to terminate this CTIP for any reason and according to their sole discretion by written notice delivered to the other party at least 30 (thirty) days in advance of termination. In addition, HATD shall be entitled to cancel the CTIP immediately and without prior notice, if the Grantee has violated one or more of its contractual obligations stated herein and has not resolved the violation within a period of 30 (thirty) days from its receipt of a caution advice in the matter from HATD.
- 4.3. Upon termination of the CTIP, including by its early termination and subject to the stated provisions of paragraph 4.2 above:
- 4.3.1. HATD shall be entitled to reallocate the project contract for its continued implementation and to use for that purpose all Project-related documents and materials prepared by the Grantee.



4.3.2. The Grantee undertakes to make available to HATD all documents prepared in connection with the project free of charge and within a reasonable time, and without lodging any claims, demands or arguments of any kind against HATD. The execution of this agreement by the Grantee according to paragraph 9.2 enables HATD to use any documents prepared for the project as described in paragraph 9 for any purpose according to HATD's wishes.

4.3.3. HATD will give to the Grantee a certificate in writing for the completion of the project according to the CTIP.

4.4. In the event of early termination of the CTIP, the Grantee shall prepare a report on all expenses incurred within the scope of the CTIP and its annexes up until the date of termination and shall ensure its validity by statement of the Grantee's Accountant (hereinafter referred to as "Pre-termination Expenses"). HATD shall review and approve the Pre-termination Expenses according to its sole discretion, in their entirety or in part. The Grantee shall return to HATD all funds transferred to its account in respect of the CTIP after due deduction of all expenses approved by the HATD as Pre-termination Expenses.

4.5. HATD shall be exempt from payment to the Grantee of any salaries, compensation payments or additional charges.

4.6. To remove all doubt, it is hereby clarified that the act of executing payment to the Grantee under the provided terms of paragraph 4.5 above does not in any way prejudice its rights to sue for damages caused or that are liable to be incurred consequent upon the activities of the Grantee.

4.7. To remove all doubt, the Grantee hereby declares that it waives all claims that may arise in connection with termination of the CTIP, and without prejudice to any of the general rulings already stated, including any claims in respect of unauthorized dismissal of pregnant women.

5. General Obligations of the Grantee

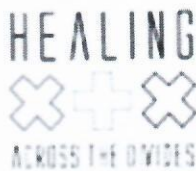
5.1. The Grantee hereby undertakes to execute the project and all activities involved in its implementation according to best business practices, with the utmost professional skill and competence, to ensure its exclusive compliance with all relevant legal provisions, and to obtain all necessary permits and approvals for the execution of this project, always ensuring due adherence to the law and the complete satisfaction of the HATD, and including, but not limited to the provisions already mentioned, as detailed in **Annexes A and B** to this CTIP.



- 5.2. The Grantee hereby undertakes to employ the funds it receives in connection with this CTIP uniquely for the purpose of implementing the project as defined in the relevant Annex hereto and during the specified validity period of the CTIP.
- 5.3. The Grantee shall provide reports to HATD on progress and payment requests in accordance with the terms detailed in paragraph 6 below, and also, upon request from HATD; HATD shall allow the Grantee a reasonable time period for their preparation.
- 5.4. HATD shall be empowered to check progress of the project implementation and the method in which it is being conducted, and for that purpose, shall be permitted to visit the offices of the Grantee and the project execution sites. The Grantee hereby undertakes to facilitate and assist HATD and its representatives or any other person acting on its behalf in performing such checks at any time and whenever so requested.
- 5.5. The Grantee hereby undertakes to keep confidential and not transfer or divulge any information, to which it may gain access within the framework of the project and consequent to its implementation, and to safeguard the personal privacy of the project participants. The Grantee also undertakes to refrain from making any use of whatever project-related information may be made available whether directly or indirectly pertaining to the project or incidental to its execution, for any other purpose whatsoever, unless prior written approval for such use thereof was received from HATD and subject to the terms of such use to be determined by HATD.
- 5.6. The Grantee hereby undertakes to maintain a dedicated system for reporting on all matters concerning the financial management of the project and of the funds it shall receive in that connection from HATD.

6. Grant and Project Cost

- 6.1. For the execution of the project and of its other contractual obligations under the terms of this CTIP to the absolute satisfaction of HATD, HATD hereby grants to the Grantee up to a total \$84,000 (hereinafter referred to as the "**Healthy Children, Healthy Minds**"), as detailed in paragraph 6.5 below.
- 6.2. The grant is calculated as detailed in **Annex B** to this CTIP, and is based on the direct cost (the elements of which are listed in **Annex B Project Budget**) requirement for the operation of the project, plus overhead, as detailed in **Annex B**, and subject to the additional restrictions described in **Annex D**. If any changes are introduced to the content of **Annex B** to



this CTIP, either by HATD or with its consent and subject to the conditions stated in paragraph 3.2, the amount of the grant will be amended accordingly and as appropriate, and with the sole condition that the maximum amount of grant payable by HATD to the Grantee, as specified in paragraph 6.1 above, shall not be increased without the prior written consent of HATD.

6.3. The Grantee hereby undertakes to use the entire grant exclusively for the purposes of the project.

6.4. The grant shall be paid to the Grantee as detailed below:

6.4.1. Additional payments will be transferred to the Grantee, conditional upon its compliance with the following instructions to the complete satisfaction of HATD:

6.4.1.1. A down-payment of 40% of the total amount of the grant shall be paid shortly after signature of the CTIP; second payment of 20% will take place after 6 months on approval of interim report and final payment of 40% will be made on approval of final report.

6.4.1.2. **A grant payment report shall be submitted**, at least every 6 months, specifying all **actual expenses** incurred by the Grantee in the execution of the project (**actual expenses are those expenses actually incurred by the Grantee, and included within the scope of Annex B and approved by the HATD**). See also Section 6.4.1.3 below.

6.4.1.3. It is hereby clarified, further to what was stated in paragraph 6.4.1.2 above, that the grant shall be used exclusively to fund the project as specified in **Annex A (Project Description) and Annex B (Project Budget)**. The Grantee hereby undertakes to return to HATD and/or to refrain from including in its payment requests any amount that was used for a purpose not connected with the project. The amount of expenditure for the benefit of the project shall meet all the following criteria:

- 1) It corresponds to the cost of operations indicated in **Annex A** (Project Description).
- 2) It represents the actual costs incurred by the Grantee in its operation of the project.



3) It corresponds to the cost indicated in **Annex B** (Project Budget).

4) To remove all possible doubt, the above cost is inclusive of overhead.

6.4.1.4. Upon conclusion of the project, including by early termination as provided for in section 4.4 above, the project administration shall submit a general summary report to HATD. They shall also submit their request for final payment (as far as additional payment is required) and final expense report in accordance with section 6.4.1.2 above, within 60 (sixty) days of the date of project conclusion.

6.4.1.5. HATD will endeavor to pay the Grantee, within as short time as possible of the date of submission of its payment request as specified in section 6.4.1.2 all amounts (if any) approved for payment to the Grantee under the terms of this CTIP. Notwithstanding, the Grantee shall not establish any claim and waives the right to file any claim whatsoever in respect of a delay in payment by the HATD.

6.5. The Grantee hereby undertakes to return to HATD the balance of funds transferred to it by the HATD, which remain unspent for the purpose of the project, as described in Section 6.4.1.3 above, including the full and/or partial amount of the down payment, if not used for the purpose of the project.

6.6. At the time of its execution of this CTIP and as a condition of its execution, the Grantee shall provide to HATD current proof of the lawful management of its accounts, certification of its registration either as an "approved business" or as a non-profit Grantee, confirmation of tax deduction at source, and its signature of the letter of undertaking and other formal documents to be defined by HATD.

6.7. No payments whatsoever shall be made to the Grantee in the event of the imposition of a foreclosure process and/or a legal constraint of any kind on the funds, and/or if HATD receives notification of liquidation and/or bankruptcy or receivership and the warrant is not rescinded within 32 days of its delivery to HATD.

7. Insurance

- 7.1. The Grantee shall bear sole liability for any damage and/or loss it may incur, and/or incurred by anyone acting on its behalf and/or to HATD employees and all its representatives and/or project participants and/or to any third party, due to and/or consequent upon an act and/or incident of negligence by the Grantee in the execution of the project under the terms of this CTIP.
- 7.2. The Grantee hereby undertakes to establish and maintain on its own account, during the entire period of its activity under this CTIP, at least the insurance cover specified in the Confirmation of Insurance Policy Filing attached to this CTIP at **Annex G**, which constitutes an integral part thereof (hereinafter referred to respectively as the "Insurance of the Grantee" and the "Confirmation of Insurance Policy Filing").
- 7.3. Neither the filing of insurance cover in accordance with the provisions of paragraphs 7.1 and 7.2 above nor the failure to do so in whole and/or in part shall detract in any way from the obligations of the Grantee under the terms of the CTIP or under any law nor create and/or impose any additional obligation upon HATD.
- 7.4. Upon written request by HATD, the Grantee undertakes to provide to HATD, within 14 days of the date of the request, the appropriate insurance policies and Confirmation of Insurance Policy Filing relating to the insurance cover of the Grantee, as required by this CTIP, duly signed by the insurance underwriter of the project administration.

8. Grantee – Independent Contractor

- 8.1. The Grantee hereby declares that their participation in this CTIP does not create any employer-employee relationship between HATD and the Grantee or any of its employees, contractors or others appointed on its behalf, and that the Grantee hereby undertakes to run the project in its capacity as an independent contractor.
- 8.2. The Grantee is not empowered to amend this CTIP or any part thereof and may not transfer or divulge to another party any of the terms or obligations dictated by this CTIP without the express, prior written consent of HATD.
- 8.3. The consent or approval of HATD in respect of anything related to the manner of execution of the project, and its authority to dictate instructions in that regard to the Grantee, do not in any way release or discharge the Grantee from its exclusive and professional responsibility

for the project.

8.4. All staff members are employed according to Palestinian laws, and salaries and all benefits are paid on time.

9. Copyright

9.1. All research surveys conducted, as well as all programs, plans and materials prepared by the Grantee for the purpose of execution of the project shall remain the exclusive property of HATD, and the Grantee shall not have the right to make any use of it whatsoever, to copy or transfer it to another party, without permission of HATD, other than for the purpose of fulfilling its obligations under this CTIP, and all of this shall be subject to transfer of the due payments to the Grantee in accordance with the terms stated in paragraph 6 above.

9.2. It is hereby agreed that HATD will be entitled to use the material prepared by the Grantee for any purpose, at its sole discretion.

9.3. It is hereby agreed and clarified between the parties that joint participation in this CTIP shall not jeopardize in any way the existing copyright held by the Grantee in respect to materials, programs, mapping and other software, annexes and diagrams, and all other materials prepared in-house or **not**, for purposes related to the execution of the project under the terms of the current CTIP.

10. Communications

10.1. The address of the Grantee is: Jenin City – Hayfa Street – Albareeq Building 5floor. The address of the HATD in Ramallah, Palestine.

10.2. Messages sent will be considered delivered to their destination within 72 (seventy-two) hours of their dispatch by registered mail; on the day of their delivery, if personally delivered, and on the next business day, if sent by facsimile or E-mail.

11. Authorized Proxies for the Sole Purpose of this CTIP:

On behalf of the HATD – Nehad Fattah, Palestinian representative

On behalf of the Grantee – Ghassan Al Shiekh – The Chairman of Al Majd Society for Community development .

In witness whereof, the Grantee has duly appended its signature hereunder:

Name of Authorized Signatory: Ghassan Al Shiekh

Signature 

Date 23/04/2022


Nehad Fattah
Nehad Fattah (Apr 26, 2022 23:21 GMT+3)

Page 9



Annex A – Project Description

Annex B – Project Budget

Annex C – Confirmation of the Existence of an Insurance Policy.

Date: _____

To: Healing Across The Divides

Subject: Confirmation of Insurance Policy Filing by _____ (hereinafter, the "Project Administration")

Concerning the _____ project (hereinafter, the "Project")

We hereby confirm that with effect from (date) _____ until (date) _____ (hereinafter, the "Policy Period"), we have filed the insurance policies listed below in the name of the Project Administration:

Subject to the conditions and constraints of the original policies, as far as they remain unchanged as detailed in the statements above.

Respectfully,

(Signature of the Insurer) (Insurer's Official Stamp)

(Name of the Signatory) (Role of the Signatory)