

MEMORANDUM OF UNDERSTANDING

Between

United States Agency for International Development

and

The American Charities for Palestine

WHEREAS, the United States Agency for International Development (hereinafter referred to as “USAID”) and the American Charities for Palestine (hereinafter referred to as “ACP”) have a common interest in promoting the sustainable development of the health and education sectors in the West Bank and Gaza,

APPRECIATING, that ACP is a not-for-profit US non-governmental organization (NGO), which has as its stated mission the leveraging of American private sector expertise and charitable donations from the American people to promote the development of the health and education sectors in Palestine, two sectors that are fundamental to the dignity and security of the Palestinian people;

ACKNOWLEDGING that USAID is the lead US Government (USG) agency responsible for supporting international development and administering official USG economic assistance programs worldwide, with established activities in multiple sectors throughout the West Bank, and to some extent in Gaza, which activities have as an overarching goal the improvement of the quality of life of all Palestinians in the West Bank and Gaza;

EMPHASIZING that all USG activities comply with the requirements of Section 657(b) of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2008 (P.L. 110-161) and Mission Order No. 21 “Anti-Terrorism Procedures” of USAID/West Bank and Gaza, effective October 3, 2007; and

RECOGNIZING, that USAID and ACP (referred to collectively as “the Parties”) share the following mutual goals:

- Improvement of the education and health of Palestinian citizens.
- Development of local expertise to provide sustainability to initiatives.
- Engagement in partnerships that meet the interests of all partners and lead to the sustainable development of Palestine;

THE FOLLOWING IS THE PARTIES’ MUTUAL UNDERSTANDING:

I. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to memorialize the mutual understanding and intentions of the Parties to collaborate with regard to shared goals relating to improving the education and health resources and opportunities available to the Palestinians of West Bank and Gaza. The Parties seek to share their respective strengths, experiences, technologies, and methodologies in order to achieve these goals.

The Parties enter into this MOU while maintaining their own separate and unique missions and mandates and their own accountabilities. The cooperation among the Parties as outlined in this MOU shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by it relating to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into between the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

II. Implementation, Roles and Responsibilities

USAID and ACP hereby express their mutual interest in collaborating to implement specific activities in furtherance of the creation of health and education opportunities for Palestinians in West Bank and Gaza, as implemented on a case-by-case basis through the issuance of jointly signed implementation letters under this MOU and/or any other agreements, instruments or mechanisms as may be deemed appropriate.

Respective roles and responsibilities for each party based on the facts of each specific collaboration scenario proposed under this MOU will be set forth in detail in separate implementation letters issued under this MOU.

Specific implementation details will be determined as future collaborations are mutually agreed to and further defined. A range of mechanisms will be available to be utilized in implementing the activities implemented under this partnership, including reliance on the gift and donation acceptance authorities set forth in Chapter 628.3.2 of USAID’s Automated Directives System (ADS), which in addition to other legal and policy considerations, require the use of any gift funds received for purposes that are authorized by, and in furtherance of, the Foreign Assistance Act (FAA) of 1961, as amended.

III. Effective Date, Duration, Amendments, and Termination

This MOU becomes effective on the date of the last signature of the Parties and will remain in effect for five (5) years from such effective date. This MOU may be extended, modified or amended if both Parties agree in writing. Either Party may terminate this MOU at any time but should endeavor to provide at least 30 days' written notice to the other Party.

IV. Communications

All notices to USAID shall be sent to the following USAID Point of Contact:
Mission Director, USAID/West Bank and Gaza
c/o American Embassy
71 HaYarkon Street
Tel-Aviv, Israel
Tel: 972-3-511-4848
Fax: 972-3-511-4888

All notices to ACP shall be sent to the following Point of Contact:
Dr. Ziad Asali, Chairman of the Board, American Charities for Palestine
Washington, D.C.
Tel: 202-887-1078
Fax: 202-887-1078

IN WITNESS WHEREOF, the Parties, each acting through their duly authorized representatives, have caused this MOU to be signed in their names and delivered as of this 1 day of August, 2008.

**UNITED STATES AGENCY
FOR INTERNATIONAL
DEVELOPMENT**

By:

George Laudato

**AMERICAN CHARITIES
FOR PALESTINE**

By:

Ziad Asali

George Laudato
Special Assistant to
the Administrator on the
Middle East, US Agency
for International Development

Dr. Ziad Asali
Chairman of the Board of
the American Charities
for Palestine

Date:

Aug 1 - 2008

Date:

Aug. 1. 2008