

MEMORANDUM OF UNDERSTANDING

For the implementation of the project

"Emergency intervention for the improvement of health and hygiene conditions in the migrant and refugee center of Gharyan and in the Libyan hosting communities"

("Intervento di emergenza per il miglioramento dell'assistenza sanitaria e delle condizioni igieniche nel centro per migranti e rifugiati di Gharyan e per le comunità libiche ospitanti").

Project Code: LIBIA/11242/04

Between

Terre des Hommes Italia (hereinafter referred to as **TdH-IT**), based in Italy, Via Matteo Maria Boiardo, 6 -20127, Milano, tel [REDACTED] email: [REDACTED] and represented in Libya by [REDACTED] Head of Mission and [REDACTED] Country Representative and Project Manager,

TDH - IT is an International Non-Governmental Organization established in 1989 in Milano Italy operating in the field of international cooperation registered at the Italian Ministry of Foreign Affairs, and the Italian Agency for Development Cooperation (AICS) with decree n. [REDACTED] of 04/04/2011.

TdH - IT is part of the International Federation of the organization Terre des Hommes, based in [REDACTED] TDH - IT is implementing its projects in international development and humanitarian relief in the education sector, maternal and child health, income-generating activities, water and sanitation, child protection and reintegration of the disabled in their communities.

Hereinafter referred to as "**Lead Partner**"

And

[REDACTED] located in [REDACTED] Libya, telephone number [REDACTED]. Email [REDACTED]; and represented by [REDACTED]

The [REDACTED] founded in 2013 under the Committee of Civil Society in Ministry of Culture with the registration number [REDACTED] is non profit non governmental organization that is in harmony with the humanitarian objectives stipulated by the Geneva Conventions, hereafter referred to as. "**Local Partner**"

WHEREAS all parties recognize the need to strengthen the humanitarian intervention in the centers for migrants and refugees and among the Libyan hosting community, working in improving their conditions through activities of Protection, PSS and distribution of hygienic kits.

WHEREAS the project has been submitted by the applicant, Terre des Hommes Italy, and approved by the Italian Agency for Development Cooperation Tunis office.

WHEREAS the activities foreseen by this agreement and the places where they will be implemented have been identified by the parties as well as the main preconditions accorded:

Now therefore, the Parties hereto agree as follows:

Article 1: Purpose of the MOU

1.1 The present Memorandum of Understanding (MOU) regards the implementation of the project: "Emergency intervention for the improvement of health and hygiene conditions in the migrant and refugee center of Gharyan and in the Libyan hosting communities".
(*"Intervento di emergenza per il miglioramento dell'assistenza sanitaria e delle condizioni igieniche nel centro per migranti e rifugiati di Gharyan e per le comunità libiche ospitanti"*).
Project Code: LIBIA/1142/04, approved by the Italian Agency for Development Cooperation Tunis, hereafter referred to as AICS, under the call AID11242.

1.2 The purpose of this MOU is to set forth the general terms and conditions of the cooperation between the parties regarding the objectives of the project.

1.3 The two parties agree that the implementation of this Memorandum of Understanding (MoU) shall be committed to full respect Libyan Laws, Culture and Religions without discrimination and shall refrain from practicing any political activities;

1.4 The two parties agree to follow during the implementation of the Project the rules and regulations adopted by the donor (AICS) for the management and administration of the project.

1.5 The Parties agree to carry out their responsibilities in accordance with the provisions of this agreement.

Article Two, Objectives and Expected Results of the project:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article Four – Parties Responsibilities

- The two parties agree to see their responsibilities in accordance with the provisions of this memorandum in compliance with the Libyan Law and the donor - AICS guidelines for the management of the project.
- The two parties are committed to follow the procedures and criteria to provide humanitarian aid through existing coordination activities and in line with the international humanitarian standards; TDH code of conduct, anti-fraud regulations, transparency and accountability.
- The two parties shall hold regular consultation, monitoring and evaluation on the project's activities, objectives and results.
- The two parties shall hire Libyan employees according the Libyan Laws and regulation;
- TDH-It will carry out internal or external project financial audit according the AICS rules and regulations for the management of the project.

Local Partner Responsibilities:

- Facilitate access to the projects chosen sites, location and local authorities, for TDH-IT local and international staff /representatives.
- Facilitate access to the facilities necessary for the project implementation, both in the migration centres and in the community based centres: support TDH IT in set up the places and in organizing the equipment.

[REDACTED]

[REDACTED]

- Intercede with the competent authorities in order to support TdH-IT in obtaining the necessary authorizations (such as Visa) to implement the training and the monitoring activities planned, in Libya, by international staff and experts.
- Facilitate the work of TDH-IT providing assistance to remove obstacles that may arise during the implementation of the project, within the laws and regulations in force.
- Collaborate with the other TDH IT project's partner/s involved in the project implementation.
- Identify 15 volunteers within the 10th of January. TDH IT will interview them through the support of the 5 focal points, already hired, and will choose the volunteers.
- Identify with TdH-IT team the vulnerable children, women and families who will be the beneficiaries of the projects' activities.
- Support the implementation of the Project's activities involving the volunteers, and in particular: the PSS – Psycho-social support, CFS Safe Spaces set up and functioning, Hygienic kits distribution, database of the beneficiaries, according to the Project's Plan and timetable and in constant coordination with TDH IT staff; subcontracting of any Project's activity to a third party shall not be allowed;
- Informing the Lead Partner about issues or changes related to the performance of the Project's activities, especially those which may affect the project activities efficiency and deadlines.
- Supervising the proper operation of the volunteers, together with TDH IT project manager, in the migration centres and/or in the community-based centres
- Providing to TDH IT Project Manager a volunteer agreement for each volunteer and all the financial documents and monthly reporting needed according to rules and regulations of the donor (AICS).
- Producing photographic documentation

TDH-IT Responsibilities

- Project implementation, management and coordination, including financial administration, in accordance with the donor (AICS) approved project activities, budget and working plan.
- The assessment and the selection of the areas and locations where to implement the activities: migration centres and community-based centres.
- The direct supervision of the activities through TDH IT project manager, focal points coordinator and international experts.
- The management of the TOT trainings and of the international trainers and experts on mission, responsible for the training activities and the follow-up of the staff involved in the training.
- Providing training and capacity building to the Local Partner staff in order to strengthen the capacity to provide services and humanitarian aid to the target beneficiaries population and facilitating the ownership of the intervention from the local parties, sharing strategy and methodology of intervention as well as instrument and outputs.
- The selection of the local volunteers involved in the project's activities in cooperation with the partner and its representatives.
- The management and the coordination of cascade trainings for a total of 25 volunteers.

- The provision of the necessary financial and material resources to implement the project's activities, according to the budget approved by the donor and the specific agreement between TDH IT and the donor (AICS).
- Monitoring and evaluating the implementation of the on-going action from an operational and financial point of view, submitting periodical reports and providing the financial documents to the donor in accordance with AICS administrative procedures and the local legislation.
- The provision to the Local Partner of regular reports on the implementation of the project and its development.

- **Article Five: Administration and Finances**

Funds:

- The funds of this project will be directly employed for the purpose of the project: "Emergency intervention for the improvement of health and hygiene conditions in the migrant and refugee center of Gharyan and in the Libyan hosting communities";
- TDH-IT will be opening a dedicated bank account for the purpose of the project;
- TDH-IT will be the solely responsible for the payments, both for services and goods, by check or bank transfer.
- TDH-IT Project Manager in his capacity as representing the organization signing the contract with the donor will have full responsibility for the management and administration of the project. Based on this, his approval is requested for any project related expenditures and purchase of goods and services according to TDH-IT procedures and the donor requirements.
- Project funds will be released by TDH-IT head office in Milan on the basis of a monthly request prepared by the PM according to the following procedure:
 - a. Funds for project staff salaries are transferred from Italy to TDH IT dedicated bank account in Libya, after a full account report with supporting documentation from the previous fund transfer;
 - b. Funds needed to implement project activities are transferred from Italy to TDH IT project dedicated bank account in Libya after a validation and fund request approved by the TDH-IT desk officer at HQ in Milan;
 - c. Funds needed to implement project activities will be transferred from TDH-IT Head Quarter to suppliers, after the validation of the procurement procedure from the Project Manager, TDH-IT Desk Officer and TDH-IT administration at HQ.
 - d. Funds needed by the local partner to implement project activities, in accordance with the project budget approved by the donor, will be corresponded to the local partner dedicated bank account through bank transfer or checks from TDH IT dedicated bank account in Libya, with a payment settled by a monthly cash flow, the approval the PM, the HQ and after the provision of financial documents.

Payments and Accounts

1. The partners agree that all payments shall be made in accordance with the budget approved by the donor and the established Project's Transfer schedule. The payments shall be made in the form of bank transfers and/or checks, in Euro or in Libyan Dinars, but using the official exchange rate from the bank, otherwise the payments should be done just in Euro.

2. The payments shall be made using the Project dedicated bank accounts that must be in the name of the local partner entity, indicating also the code of the project.
3. The lead partner (TDII-IT) shall cover the Bank transfer charges.
4. Before each transfer the local partner should provide the following document signed: request of fund; in case of a check should be provided also an authorization letter showing the person in charge to withdraw the check and his/her ID.
5. The local Partner shall present the Lead Partner with a bank statement, confirming the receipt of the funds within 7 working days of the transfer receipt, by e-mail to TDII-IT Project Manager in Libya.
6. The Local Partner shall be responsible for the funds entrusted to him and shall administer them in accordance with the Project objectives and AICS administration rules. The fund advanced to the Local Partner will be transferred every month according to the project activity plan, the related expenditure plan and the financial report of the previous fund advanced, including the reporting documentation documentation (invoices, receipts, check or bank transfer copies, contracts, etc) provided by the partner.
7. According to the donor guidelines the local partner should provide the financial documentation in line with the following specifications: the code of the project should be indicated, bank documentation including bank statements, specific movements occurred for the project, exchange rates, staff contracts and related payroll/pay slips. Social security payments or other tax contributions on the salary in case it is indicated in the contract; contracts related to purchases of goods and services. All the expenses related documentation must be: in original, indicating the supplier name, the date and the object of the expense, the supplier stamp, the amount, the identification of the document (valid serial number).
8. The Local Partner shall understand that eligible costs mean the costs related to Project activities. In particular, the eligible expenses must have these characteristics: only those linked to the project, incurred in the project period (starting from the signature of the Disciplinary of assignment and the closing date of the project, indicated also in the disciplinary or in subsequent acts of extension, to be submitted and approved by the donor). The expenses should correspond just to the budget, as approved by the donor, and should be congruous in respect to the normal parameters of the market and the context of reference. The expenses should be actually incurred and evidenced by invoices, receipts or accountancy documents having equivalent probative value and from which is possible to verify the occurred total payment and their records. The expenses should follow the norms and regulations in accordance with the Italian legislation and the local norms.
9. Expenses should be at the NET of VAT (value added tax or equivalent tax in force in Libya), but if the partner does not have the tax exemption, the VAT should be always included and well indicated in the financial documents and reports.
10. The Local Partner must be aware that non eligible expenses, as indicated by the donor guidelines, have these characteristics: purchases of goods or vehicles carried from outside the partner country (Libya), with the exception of those for which a reasoned declaration demonstrated that is impossible to purchase them in the local market with a good quality and a competitive price. Fines (even if related to the vehicles of the project), or other penalties and expenses for legal disputes, VAT or other equivalent contribution if refundable, personal expenses incurred in Italy or in the partner country. Expenses related to categories not indicated in the budget approved, expenses incurred outside the period set by the agreement signed between the donor and the lead-partner. Expenses not supported by proper documentation, whose payment has been made in cash, excluding the cases expressly allowed by the current Italian and local legislation and in the light of

the context of reference and in presence of a motivate statement presented by both the local partner and the lead-partner. In case of an interest-bearing current account dedicated to the project, the interested accrued on the account will be deducted from the final balance.

11. Every payment should be done by bank transfer or check. For cash payments, it shall be necessary to have a cash note or a payment receipt with Project Manager authorization.

12. For any necessary variation of the project, the local partner shall obtain the prior written approval of the lead partner, failing which the varied expenses shall be qualified as non-eligible. The Lead Partner shall present the Local Partner a written proposal for the project's variation 30 days before the date on which the variation is supposed to be applied. The partners agree that both: the request for variation and the response may have a form of a signed and scanned e-mail attachment.

13. Expenditures not respecting the financial plan of the project won't be accepted by TDH-IT.

Article Five: Program, sectors and beneficiaries

- The two parties agree to respect the work-plan and timetable of the project including the length of the activities and the length of the contracting parties. A detailed activity schedule for each activity envisaged involving the partner will be elaborated in close coordination, ensuring the fulfilment of the projects results. Any variation upon partner's request should be agreed with THD-IT and approved by the donor.
- The two parties agree to identify, study, assess and submit humanitarian relief project in the follow sectors: health, maternal and child health, water and sanitation, protection, child protection, psychological support, gender base violence, social inclusion and special services for person with disability;
- The Beneficiaries of the agreed projects shall be the Libyan vulnerable population, Internal Displaced Person; Refugees, Migrants, with particularly attention to children, women and person with disability and very high vulnerability, like single mother, unaccompanied or orphan children, disable persons; elderly person.
- The parties will jointly monitor the implementation of the activities. Periodical meetings among the parties will be realized: weekly operational meetings and strategic meetings on a monthly base. Furthermore, to monitor the effectiveness and the efficiency of the activities a beneficiaries' database will be created, as well as a monitoring tool for the volunteers (such as timesheet, monthly satisfaction questionnaire, pre-post knowledge assessment following cascade training).

Article Seven: The Duration of the MoU

- This memorandum is considered implemented from the date of signature, and is to remain in force for 6 months, and may be renewable if the two parties agree to implement new tasks, if needed funds are available.
- The two parties agree that any modification of any item in this agreement is issued under a written extension by mutual consent, it applies all the provisions and effects of this Memorandum, including amendments relating to the expansion of activities carried out by the two parties.

Article Eight - Dispute Resolution

Any disputes that are the result of the interpretation or implementation of the memorandum shall be settled in a friendly manner by means of direct negotiations over thirty days. In case friendly settlement is not achieved, disputed parties shall resort to arbitration according to effective Libyan laws.

Article Nine - Notifications and correspondence

- Both teams have chosen the location for implementing the articles of this memorandum as mentioned next to each party's name, where both are committed to inform the other party in a formal written way if they are to change the location otherwise all sent notices will be considered valid if they are sent to the first location.
- The two parties agree on the adoption of writing as the only way to prove the contractual relationship between them and the adoption of the Arabic language with in front English translation.
- The two parties agree on the adoption internal communication via email, except for notices that the Libyan law imposed a certain mechanic form.

[Redacted]	[Redacted]	[Redacted]
TDH-IT	[Redacted]	[Redacted]

Article 10 -- Copies of the memorandum

The present agreement is made of four original copies each of legal conundrum, two in Arabic and two in English, where each party keeps a copy in each language, and in the event of a conflict between the content of the English and Arabic texts, the English version is considered valid.

Date 22/01/2019

Lead Partner

For Terre Des Hommes Italy
Signature

[Redacted Signature]



Local Partner

For [Redacted]
Signature

[Redacted Signature]

[Redacted]

[Redacted]