

Memorandum of Understanding

Between

Terre des Hommes Italia (hereinafter referred to as TDH It),
Represented by **Luca Ricciardi, Country Delegate**, Lead Applicant

And

ABAAD – Resource Center for Gender Equality (hereinafter referred to as ABAAD),
Represented by Ghida Anani, Founder & Director, Partner

And

Cooperazione per lo Sviluppo dei Paesi Emergenti (hereinafter referred to as COSPE),
Represented by Ms. Francesca Annetti, Country Delegate, co-applicant

Whereas TDH It, in its capacity as Lead Applicant, COSPE, in its capacity as co-applicant and ABAAD, in its capacity as Partner, will implement the project titled “**Makani (My Place): Education, Protection, Empowerment and Community Inclusion in Lebanon**” (AID 012590/03/8), hereinafter referred to as “Makani” or “the Project”, funded by the Italian Agency for Development Cooperation (AICS)

Whereas the Project general objective is to “Contribute to reduce inequalities in accessing primary education and school drop out of children at risk of social exclusion and educational poverty in Lebanon”

Whereas the condition for the validity for this MoU is the continuation of the support granted to the project by AICS according to the related funding agreement

Whereas TDH It, COSPE and ABAAD agree that the partnership is built on the common core values that the organizations share in their mandate and objectives and that the conditions to be fulfilled for the strengthening and consolidation of the partnership are the following:

- Transparency and accountability
- Clear identification of the specific responsibilities of each of the parties
- High level of communication and exchange along with the established communication mechanism and in full respect of the agreed upon roles

Whereas ABAAD declares to be aware that the Project must comply with the rules and procedures provided for by the "General Procedures for the awarding of grants and the management and reporting of Initiatives promoted by public and private non-profit Cooperation entities referred to into Chapter VI of Law no. 125/2014 and based on the RBM approach", as approved by the Joint Committee Resolution No. 71 of 31 July 2020 and by the "OSC 2020 Call for the awarding of contributions to initiatives promoted by civil society organizations and other non-profit actors" as well as all its annexes, supplementary and/or amending regulatory acts of the above-mentioned provisions, the principles and contents of which ABAAD undertakes to respect. An English translation of the relevant sections of AICS General Procedures is attached to this MoU (Annex I)



TDH It, COSPE and ABAAD mutually agree on the following:

I. Purpose of the MoU

TDH It, COSPE and ABAAD commit to join efforts and contribute towards the achievement of the goals and expected results of the project and the organizations of project activities as per details herewith.

II. Duration

The total duration of the project is of 36 months, from 01/10/2022 up to 30/09/2025, as per the contract signed between TDH It and AICS on 26/05/2022.

The present MoU enters into force with the signature of the parties and lasts until the formal approval of the financial statements and final report and release of the bank guarantee by AICS, pursuant to the provisions of Article 10.3 of the AICS General Procedures.

III. Area of intervention

The project will be implemented in Lebanon (see paragraph V)

IV. Other Partners and Stakeholders

For implementing the Project, TDH It, COSPE and ABAAD will work in coordination with Ana Aqra Association (hereinafter referred to as AA), with whom TDH It has stipulated a similar agreement.

Specifically, ABAAD will coordinate with COSPE for ensuring compliance with all relevant procedures (Partners', donor's and national alike); COSPE will be responsible in front of TDH It for ensuring information provided are complete and reliable.

ABAAD will coordinate with COSPE, TDH IT and AA about activities' planning and implementation, MEAL, security, general coordination and for any needs requiring the involvement of partners, national stakeholders, or the donor.

ABAAD recognizes that TDH It, as Lead Applicant, represents the partnership before both AICS and the Authorities, as well as before any partners and all the actors who may, in any capacity and for any reason, come into contact with the action.

V. Target communities of the intervention

TDH It, COSPE and ABAAD agree that the communities targeted by the project are Jbeil (Jbeil district) and Souk el Ghareb (Aley District), Mount Lebanon region, Lebanon.

VI. Activities implemented with the contribution of ABAAD

ABAAD coordinates and is responsible, in close coordination with COSPE, for the realization of **Result 3: Mothers belonging to economically vulnerable families whose children are excluded/at risk of exclusion from school build pathways to economic empowerment and social inclusion and improve their opportunities to access income.**

Within Result 3, ABAAD will coordinate and support COSPE in the implementation of the following activities:

- a) ABAAD will support COSPE in the creation and capacity building of the resource-groups of mothers of children excluded/at risk of exclusion from school for the elaboration and dissemination of the public agendas on welfare and women's economy (A3.1)
- b) ABAAD will support COSPE for the realization of the participatory mapping on women's economy and will be responsible, in close cooperation with the partners, of the selection of the expert for the implementation of the market and feasibility study on the economic activities of women (A3.2)



- c) ABAAD, in close cooperation with the partners, will select the expert in business development who will support the women in the realization of the business development plans of their economic activities and their evaluations of competencies; ABAAD will also oversee the activities related to the vocational and financial literacy/business development training sessions based on the learning needs emerged from the evaluations of competencies (A3.3)
- d) ABAAD will support women in the development of their economic and business activities through financial support (A3.4) by identifying and purchasing needed equipment and services, by realizing individual coaching and mentoring activities and by implementing with the support of COSPE marketing initiatives and events for the promotion of the economic activities of the women.

Within the above-mentioned Result and activities, ABAAD, in coordination with COSPE, will be responsible to ensure the achievement of set targets within each indicator as well as outputs as mentioned in the Project Document and Log-frame approved by the donor.

The activities, results, objectives, targets, and number of beneficiaries described in the proposal may be revised and amended if the needs arise from the regular monitoring of the project in accordance with the rules of AICS General and Specific Conditions included in the Contract signed between TDH It and AICS. Where approval is also required from the donor, TDH It is responsible for seeking that approval before confirming the revision with the partners. The Project Leading Committee is the body in charge of assessing the need of any modification and establishing its timeline.

VII. Workplan

At the beginning of the Project, Partners will update the workplan submitted to the donor together with the proposal and will agree on a timetable based on the actual starting date of the intervention.

VIII. Budget allocated to ABAAD and use of funds

The budget available within the action and allocated to ABAAD costs amounts to 679.678,46 euro (654.694,54 funded by AICS and 33.983,92 co-funded by ABAAD). Budget breakdown per headings and per Results is the following:

Budget-line	Item	Total cost	R3	Other costs
1.3.26	Networking officer (20%)	16500	16500	
1.3.27	Coordinator business development activities	49500	49500	
1.3.28	Admin assistant (30%)	13200	13200	
1.3.29	Social media manager (20%)	3000	3000	
1.3.30	n. 2 facilitators for agenda development and participatory mapping (A3.1 - A3.2)	33600	33600	
1.3.31	Trainer for development of the Agenda (A3.1)	1920	1920	
1.3.32	Reimbursement for women for data collection and elaboration of participatory mapping (A3.2)	56000	56000	



1.3.33	Market analysis expert (A3.2)	8000	8000	
1.3.34	Expert for realization of balance of competences and coaching of activated economic activities (A3.3 - A3.4)	25600	25600	
1.3.35	Trainer for vocational trainings (A3.3)	19600	19600	
1.3.36	Trainer for training on financial literacy and business development (A3.3)	14000	14000	
2.1.3	Hall rent for FGDs and training/informative meetings for Women Agenda development (A3.1)	4400	4400	
2.1.4	Hall rent for dissemination of Women Agenda (A3.1)	2000	2000	
2.1.5	Hall rent for training and meetings for the realization of the participatory mapping and market analysis (A3.2)	2000	2000	
2.1.6	Hall rent for meeting among women for M&E from a gender perspective	800	800	
2.1.7	Hall rent for vocational training (A3.3)	14000	14000	
2.1.8	Hall rent for training on financial literacy and business development (A3.3)	10000	10000	
2.3.8	Transportation for women for FGDs and trainings/informative meetings for Agenda development (A3.1)	4342	4342	
2.3.9	Reimbursement of transportation costs for women for data collection for the participatory mapping (A3.2)	8000	8000	
2.3.10	Transportation for the women for vocational trainings (A3.3)	10500	10500	
2.3.11	Transportation for women for trainings	7500	7500	

	on financial literacy and business development(A3.3)			
2.3.12	Transportation for facilitators and coaching experts (A.2.2)	6600	6600	
2.4.1	Materials, services and hospitality for FGDs and trainings/formative meetings for Women Agenda development (A3.1)	2200	2200	
2.4.2	Materials, services and hospitality for Agenda dissemination events (A3.1)	1600	1600	
2.4.3	Materials for data collection and elaboration of participatory mapping (A3.2)	1000	1000	
2.4.4	Materials, equipments, services and hospitality for vocational trainings (A3.3)	7000	7000	
2.4.5	Materials, services and hospitality on financial literacy and business development (A3.3)	5500	5500	
2.4.9	Materials and services for pilot actions for women agenda realization (A3.1)	6000	6000	
2.4.11	Marketing to support women economic activities realized (A3.4)	8400	8400	
2.4.13	Equipments and machinery to start up women economic activities (A3.4)	88000	88000	
2.4.14	Materials and services for the promotion of women economic activities (A3.4)	60000	60000	
2.4.15	Raw materials and consumables for women economic activities (A3.4)	80000	80000	
2.4.16	Management services to start up women economic activities (A3.4)	40000	40000	
2.4.17	Services and materials for bureaucracy	32000	32000	



	requirements to start up women economic activities (A3.4)			
2.4.18	Materials for inclusion (braille, sign language translators etc)	3000	3000	
2.5.1	IT equipment	2000	2000	
2.7.1	Purchase of COVID19 safety measures and test	6000	6000	
3.2.1	Stationary and consumables for office	1320		1320
3.2.3	Communication costs	3300	3300	
5.1.1	Banner and brochures	1500	1500240	
ADMIN				19.796,46
GRANDTOTAL				679.678,46 EUR

Human Resources (if relevant)

For the purpose of implementing the project, and with specific regard to the activities outlined in paragraph VI, ABAAD agrees to appoint to the implementation of the project activities a pool of qualified professionals.

For the sake of implementing the activities listed in the project document, ABAAD will thus charge to the Project needed national/expat staff with the following specifications:

- 1. Networking officer** (Budget Line 1.3.26 of the approved budget): Responsible for identifying stakeholders useful for the promotion and the analysis of other development opportunities for the women economic businesses created with the project. Allocated budget: **16.500,00 € (in letters sixteen thousand five hundred Euro only)**
- 2. Coordinator business development activities** (Budget Line 1.3.27 of the approved budget): Responsible for ensuring the coordination and correct implementation of the activities related to the economic empowerment and business activities creation. Allocated budget: **49.500,00 € (in letters forty nine thousand five hundred Euro only)**
- 3. Administrative assistant** (Budget Line 1.3.28 of the approved budget): Responsible for the preparation of the financial documents needed for the reporting. Allocated budget: **13.200,00 € (in letters thirteen thousand two hundred Euro only)**
- 4. Social media manager** (Budget Line 1.3.29 of the approved budget): Responsible for the dissemination of the realized activities and their impacts through social media. Allocated budget: **3000,00 € (in letters three thousand Euro only)**
- 5. n. 2 facilitators for agenda development and participatory mapping** (Budget Line 1.3.30 of the approved budget): Responsible for the support to the activities related to the elaboration of the women agenda and the participatory mapping (1 person per area). Allocated budget: **33.600,00 € (in letters thirty-three thousand six hundred,00 Euro only)**
- 6. Trainers for the development of the agenda** (Budget Line 1.3.31 of the approved budget): Responsible for the delivery of the training/informative meetings foreseen for the realization of the agenda. Allocated budget: **1.920,00 € (in letters one thousand nine hundred and twenty,00 Euro only)**
- 7. Market analysis expert** (Budget Line 1.3.33 of the approved budget): Responsible for the realization of the market and feasibility analysis. Allocated budget: **8.000,00 € (in letters eight thousand,00 Euro only)**
- 8. Expert for realization of balance of competences and coaching of activated economic activities** (Budget Line 1.3.34 of the approved budget): Responsible for the realization of



- women's balance of competencies/gap analysis and the coaching for the setting up and development of the women's economic activities. Allocated budget: **25.600,00 € (in letters twenty-five thousand six hundred,00 Euro only)**
9. **Trainers for vocational trainings** (Budget Line 1.3.35 of the approved budget): Responsible for the delivery of the vocational training foreseen in activity 3.3. Allocated budget: **19.600,00 € (in letters nineteen thousand six hundred,00 Euro only)**
 10. **Trainer for training on financial literacy and business development** (Budget Line 1.3.36 of the approved budget): Responsible for the delivery of the financial and business development training foreseen in activity 3.3. Allocated budget: **14.000,00 € (in letters fourteen thousand,00 Euro only)**
 11. For the activity related to the data collection for the participatory mapping (A3.2), ABAAD will coordinate the women of the resource groups to whom a compensation will be granted for the work done.

The total value of the salaries of the seconded staff, over the entire period of implementation of the project, is up to a maximum of 240.920,00 € (in letters two hundred forty thousand nine hundred twenty,00 Euros only).

If the above-mentioned staff is already working with ABAAD, the organization will share the documentation demonstrating the staff was already recruited; in case of newly hired staff, ABAAD commits to carry out a competitive process and will provide to TDH It through COSPE all needed documents to be archived together with the contracts (Job vacancy published, preselected candidates, evaluation of each candidate and recruitment table highlighting the selected one, signed contract and annexes, ID).

ABAAD will sign with the appointed staff **individual contracts with attached job descriptions** fitting the scope and activities of the project and clearly stating the working hours. The contracts shall be in line with the Lebanese MOL regulation and shall mention (either in the contract itself or in one of its annexes) the **title of the project, its code, and its donors as well as the monthly salary and the conditions and modalities for the rescission of the agreement**. ABAAD will provide TDH It – through COSPE - with at least 1 original copy of all contracts signed. The salaries paid to the staff are intended to be the maximum gross amount payable by the project, meaning including taxes and allowances as per the applicable law as well as the health insurance (if any).

All contracts and volunteer agreements stipulated by ABAAD within the framework of this MoU shall include a clear mention to the obligation for each staff to respect applicable Code of Conduct, Child Protection and Safeguarding Policy, Anti-Fraud Policy, PSEAH policy, other policies mentioned in Art IX as relevant to the position. Mentioned policies should be considered as an integral part of the contract and failure to abide by them is to be mentioned among causes for contract immediate termination from the Employer. All individuals hired by ABAAD under the project should sign a declaration of commitment, acknowledging they received the policies and are aware that by contract they are obliged to strictly abide by them.

With each report, ABAAD will provide TDH It - through COSPE - with **evidence of all Bank Transfer/Bank checks to cover above-mentioned salaries and due allowances**. Such evidence is meant to include copy of the Bank Transfer/Bank Check issued by ABAAD, timesheets signed by the employees and individual receipts of the salaries paid, which shall include the signature of each staff member, in the agreed format.

Equipment, goods, and services to be purchased

For purchasing equipment and goods, subcontracting of service or works, applicable procurement procedures should be strictly adhered to the procurement plan to be jointly defined at the beginning of the project and validated by the external auditor, as per donor's procedures.

Each organization will lead, manage, and pay directly each procurement assigned and will define needs, quantities, delivery dates etc. in strict coordination and according to applicable



procurement procedures and Donors' procedures, as per instructions provided by art. IX of this MoU. Each organization is fully responsible for the selection and payment of its own suppliers for goods associated with respective project implementation.

All procurement must be carried out under the principles of lowest price, transparency, accountability, and fair competition and equal treatment of suppliers.

For negotiated procedures and/or tenders involving more than one partner, the Project Leading Committee (see paragraph XIV: Planning and M&E of Joint Activities) will proceed to the analysis of the bids and their selection of suppliers. In case of single quotation purchases or of Negotiated procedures/tenders involving ABAAD only and/or ABAAD and COSPE only, an ad hoc selection committee should be set up to analyse the bids and select suppliers.

All purchases should be carried out in full respect of applicable procurement procedures and of the requirements of the Donor, which constitute a binding component of the agreement signed between the donor and TDH It.

Framework agreements pre-existing the signature of this MoU may be used by each partner for purchasing goods, equipment, and services to be charged on the project provided that they comply with art 2 of the Special Conditions attached to the project contract, i.e.:

- a) At the time of the supplier's selection, applied procedures were in line with those agreed upon for the Makani Project or, at least, with what provided by PRAG 2021
- b) A market analysis showing the agreed price is still advantageous compared to current market prices for similar items/services is provided to TDH It through COSPE
- c) A letter is attached to the framework agreement, specifying title and code of the Project and the foreseen overall amount to be charged on the project
- d) Payments are cumulative and regular and done through traceable means (Bank transfers, checks or similar documents)

As per donor's requirement, **all proofs of payment should bear the project's code (AID 012590/03/8) and, when possible, its title (Makani (My Place): Education, Protection, Empowerment and Community Inclusion in Lebanon).**

Expenditures: Expenditures which do not comply with donor's requirement and/or with applicable procedures as per Art IX of this MoU may be considered as non-eligible by either COSPE, TDH It or the donor.

All documents shall be checked and approved by the Project's external auditor before being reported to the donor. Should any cost be disallowed based on AICS general or special conditions, applicable procedures as set in art. IX and/or external Audit, the Partner shall have no recourse against TDH It nor COSPE for such costs, which will be deducted from the following tranche due.

According to AICS procedures, payments done in cash are usually not eligible. Exceptions are made for costs that cannot be paid otherwise. A list of such expenditure, with a duly filled explanation, is to be provided to TDH It at the beginning of the project. Such list should be approved in writing by the external auditor before cash expenditures are made. Exceptionally, new items (duly justified) could be included afterwards, if auditor's written consent is obtained before any disbursement.; such list should be approved by the Project's auditor for expenditures to be considered eligible.

No payment in cash above 200\$ per months are allowed. Splitting the payments to avoid paying in transfer, check, or cash letter is not acceptable. TDH IT and COSPE finance department check the payments of each supplier and would issue an immediate warning in case the payment is split; the expense would be therefore considered as ineligible.



IX. Applicable Procedures

For the sake of the Project's implementation, ABAAD commits to strictly adhere to all provisions included in this MoU and in AICS' General and specific Conditions, to the approved Log frame, budget, workplan and project document, unless modifications to one or more of the above-mentioned items is obtained from the donor.

Concerning topics that are not included in this MoU, ABAAD agrees to apply the following procedures:

Topic	Applicable manual/policy
Code of Ethics	Code of Ethics Policy (ABAAD)
PSEA Policy	ABAAD PSEA Policy; ABAAD POL 135 – Whistle-Blower Protection Policy; ABAAD Investigation Guide
Whistleblowing Policy	Complaint/Feedback & Response Mechanism (CFRM) Policy (ABAAD)
Child Protection and Safeguarding	Unified Child Protection Policy adopted by Civil Society Organizations and Associations working with children in Lebanon ABAAD; Declaration by persons under (voluntary Or remunerated) contract/mandate with ABAADResource Center For Gender Equality
Procurement	Procurement Policy ABAAD
Finance	ABAAD Financial Policies and Procedures Manual
Antifraud	ABAAD Anti-Fraud Policy
Security	COSPE* Security Policy
Human Resources	ABAAD Staff Handbook

ABAAD commits to promptly inform TDH It through COSPE of any changes to the above-mentioned manuals and to provide the new version for TDH It and the external Auditor to assess and certify that the new version is still compliant with AICS procedures.

X. Financial Management

TDH It, in its capacity as signatory of the funding agreement with AICS will be responsible for the flow of funds to the project as well as for submitting financial and narrative reports to the donor and to ensure completion of the compulsory interim and final external expenditure verifications to be conducted by the Auditor appointed as part of the funding agreement.

ABAAD will share with TDH It through COSPE certified copies of all documents related to the financial management of the project and will keep the originals at its premises for a period of at least 5 years from the date of disbursement of the last project tranche, as per AICS rule. During this period, ABAAD shall ensure that, upon request, all project-related documentation is made available to people duly authorized by TDH It or COSPE (including TDH It staff) or to an auditor duly authorised either by TDH It, COSPE or by the funding agency.

The original supporting documents must be stamped with the project's stamp, bearing the project's code. The stamp shall be identical for all partners and the design will be agreed at the beginning of the project.

Documentation to be shared shall comprise:

- ✓ Vouchers evidencing the receipt of all remittances, cash, or any other form of credit to the project account. Payment vouchers should clearly show the name of the payee, the amount, the purpose (in English) and date of the disbursement, evidencing all payments made and with all pertinent supporting documentation attached incl. delivery notes

* In relation to the Security Policy, it is specified that ABAAD is required to follow only the measures and procedures applicable in Lebanon for the national staff

- ✓ Records of all financial commitments entered during the project (procurement dossiers, contracts etc.)
- ✓ Employment contracts (including annexes and recruitment dossiers) and job descriptions
- ✓ Lists of participants to project events, distribution lists where applicable and any other documentation needed to justify the expenses and the achievement of project goals and results

A dedicated bank account will be used for receiving project funds from the donor and will be in the name of TDH It and operated by TDH It staff. ABAAD will use a dedicated bank account to receive project's funds and to record all project's expenditures. As mentioned within art. VIII, **all proofs of payment should bear the project's code (AID 012590/03/8) and, when possible, its title (Makani (My Place): Education, Protection, Empowerment and Community Inclusion in Lebanon).**

Expenditures: Expenditures which do not comply with donor's requirement and/or with applicable procedures mentioned herewith may be considered as non-eligible by either COSPE, TDH It or the donor.

XI. Payment terms

Upon signature of the present MoU, TDH IT will make an advance payment of € 769.393,14 (in letters seven hundred sixty-nine thousand three hundred ninetythree,14 Euro only) corresponding to the 60% of AICS contribution to the COSPE/ABAAD budget. Funds will be transferred from TDH It to COSPE account no. 0040490979005 at the Bank **BBAC** IBAN no. **LB09 0028 0000 0000 0404 9097 9005** Account name: **ABAAD RESOURCE CENTER FOR GENDER EQ.** Swift code: **BBACLBBX** to launch the activities of the project, at the latest within 15 days from the date of the signature of the present MOU. The remaining budget will be transferred upon reception from the donor. The release of the second tranche (equal to 512.928,76 euro, i.e., the remaining 40% of AICS contribution to the COSPE/ABAAD budget) is subject to the conditions set here-below:

- a) previous expenditures have been communicated to TDH It on monthly basis each 15th of the following month, using agreed upon tools and templates
- b) adequate expenditures supporting documentation (e.g., contracts, invoices, receipts, purchase orders, receipt of goods, contracts, procurement process, bank transfers/checks, bank statements, bank reconciliations and cash counts etc.) has been presented and approved by TDH It on a quarterly basis as far as ABAAD expenditures are concerned, and semi-annually as far as COSPE's expenditures are concerned.
- c) the rate of expenditure of the previous tranche is equal or above 80%
- d) Interim report, including its annexes as per donor's regulations, has been submitted and approved by AICS. This also includes the report of the external auditor certifying eligibility of reported costs.

COSPE is responsible for transferring funds to ABAAD every three months, according to the following modality:

- 1) ABAAD should prepare, with COSPE support, an expenditure and activity plan covering the following 3 months of activities
- 2) Upon approval of the expenditure plan, COSPE will transfer the relevant funds; from the total of the forecasted expenditure, a 10% will be deducted as anticipation from ABAAD, that will be transferred after the termination of the project (see below, point 5)
- 3) All transfers, after the first, will be made upon condition that ABAAD has spent at least 80% of the amount transferred in the previous instalment, and that the relevant financial report is submitted to and approved by COSPE and TDH IT.
- 4) Since AICS pre-financing sums up to the 60% of total AICS contribution, the amount transferred by COSPE to ABAAD during the first reporting period will not exceed 60% of the budget lines directly managed by ABAAD. After the donor's approval of the first interim report, once that COSPE has received the balance from TDH, COSPE will transfer to ABAAD the reporting period balance, reduced of ABAAD co-funding share



- 5) Last 10% balance due to ABAAD will be transferred upon completion of activities, submission of all narrative and financial reports, and formal approval of the final report by the donor. Shall some expenditures be deemed not eligible by the auditor or the donor, the equivalent cost will be deducted from the final 10% balance due to ABAAD.

These payment modalities will be applied for the whole duration of the present MoU and cannot be changed unless a written amendment to this MoU is mutually agreed and signed in writing by all parties.

XII. Exchange rate

The Donor Contract is expressed in Euro and the Budget of this Agreement is expressed in Euro.

The exchange rate Euro/USD and USD/LBP to be used for converting ABAAD's expenses is FIFO, as per TDH It contract with AICS.

XIII. Art Duties, taxes, and charges

As per AICS rules, VAT is eligible. Therefore, VAT will be charged to the project and regularly reported as a project's cost.

XIV. Planning and M&E of Joint Activities

For the purpose of scheduling and monitoring the implementation of joint project activities TDH It, COSPE and ABAAD agree to form a Project Steering Committee and a Project's Leading Committee that will take decisions based on the project documents and on the agreed work plan.

The **Project Steering Committee** will include representatives of all partners (Directors or high-level officials) and will meet every 6 months. According to the agenda and depending on their availability MEHE representatives or other stakeholders may be invited. The PSC supervises the general activity/expenditures planning and takes strategic decisions (including the need to ask for addenda, milestones for reporting, agenda for project evaluation etc.). key project staff, meets monthly. It supervises all aspects of project's management and implementation, such as activity planning and monitoring, financial planning and monitoring, project's compliance with approved documents and signed partnership agreements, visibility etc. The PLC develops and disseminates common templates for reporting, monitoring, etc.

Regular meetings and field visits will ensure continuous communication and sharing among partners.

The **Project Leading Committee** will include key project staff and will meet monthly. It supervises all aspects of project's management and implementation, such as activity planning and monitoring, financial planning and monitoring, project's compliance with approved documents and signed partnership agreements, visibility etc. The PLC develops and disseminates common templates for reporting, monitoring, etc.

The Lead Applicant undertakes to carry out a budget consolidation exercise before the PLC meetings on a quarterly basis, making use of the information provided by the partners through the Monthly Financial Progress Report, present its outcomes within the PLC and, should this be required by one or more partners, to arrange for a budget revision and its timeline. The budget revision/amendment should be validated by the Project Steering Committee before it is sent to TDH It HQ for approval and submission.

Regular meetings and field visits will ensure continuous communication and sharing among partners.

Role and responsibilities of TDH It

- Prepare, and where appropriate amend and update, with the support of COSPE, ABAAD and AA, an action plan related to the implementation of the project activities pertaining to the results pursued



- Support in defining and administering the monitoring and evaluation tools to be used during the project implementation and in the collection and analysis of data
- Share with all partners the communication and visibility material produced within the project and the relevant reports produced
- Give full credit to the partners and/or their staff for the achievements of the project, especially in any eventual publication and public events pertaining to activities which are jointly implemented
- Ensure that all staff and volunteers appointed by TDH It to the project activities abide by TDH It Code of Conduct, Child Protection Policy, Anti-fraud Policy, PSEAH policy
- If needed, provide training on above-mentioned policies to ABAAD staff appointed/seconded to the project
- Prepare, in coordination with the partners and using jointly collected information, all reports needed as per TDH It HQ and donor's requests and share them with AICS
- Lead the PSC and the PLC.

Role and responsibilities of ABAAD

- Implement the activities as stated in paragraph VI
- Respect agreed timeframes and deadlines
- Notify the Lead Applicant, through COSPE, as it becomes aware of any significant delay and other issues that may have an impact on the performance
- Promptly communicate to TDH IT through COSPE any modification to its governance and structure that may be relevant to the project implementation
- Prepare, and where appropriate amend and update, with COSPE an action plan related to the implementation of the project activities included in this MoU
- Under request, share with TDH It through COSPE all relevant data as well as any tool and documents (including training outlines, etc.) developed within the intervention
- Define, regularly fill and share upon request with TDH It through COSPE the proper monitoring and evaluation tools (attendance sheets, reports, etc.)
- Ensure that, after consultation and agreement between the two parties, access to all premises operated by ABAAD staff is granted to TDH It, throughout the duration of the project, for the purpose of implementing and monitoring project activities
- Ensure participation by its staff to meetings, trainings and workshops to be organized as part of the project activities, including, if needed, trainings on policies applicable to this MoU
- Ensure that all staff and volunteers appointed by ABAAD to the project activities abide by relevant policies as mentioned in Art IX of this MOU
- Ensure that access to all premises operated by ABAAD is granted to staff and representatives of the financing institutions who are involved in the monitoring and supervision of, or in other activities directly or indirectly connected with, the implementation of the project
- Consent that appropriate visibility is ensured project's locations/items, throughout the implementation of the project, for the support of the financing institutions as well as for the presence and commitment of TDH It.

XV. Reporting

Narrative report

ABAAD will ensure quarterly updates on beneficiaries and activity follow-up to COSPE, using agreed upon tools and according to the Donors' reporting guidelines. The data collection and qualitative and quantitative reporting tools will be developed by COSPE, in coordination with TDH IT, and ABAAD, together with dedicated training delivered to project staff. Ad hoc reporting or information can be requested by TDH It and/or by COSPE at any time.

Data on households, individual beneficiaries, implemented activities and any data needed for reporting will be provided by the 7th of each month covering the previous month, through the IMS (Information Management System) or any other specific tool developed by TDH IT. The access to TDH IMS and any data collection platform will be granted to the staff in charge of data entry and reporting, who will receive dedicated training by TDH MEAL Staff.



Each party is responsible to ensure a timely, accurate and consistent reporting the outputs and outcomes of the implemented activities to the relevant LCRP Sector and to any relevant mechanism for humanitarian coordination, according to the specific requirements. Copy of all report, including data submitted through ActivityInfo platform, shall be regularly shared with TDH It.

ABAAD will ensure regular narrative reports to be shared on quarterly basis with COSPE providing relevant updates on the status of project implementation. The report should include:

- a) Results achieved against targets
- b) Narrative assessment/ summary of progress per area of intervention
- c) Challenges faced

COSPE will check completeness of information included, ask for changes if needed and will share the narrative reports with TDH IT on a quarterly basis, together with the financial ones.

Financial report

Along with the narrative report, ABAAD will share with COSPE a monthly progress report (listing all project's expenditures and using the agreed upon template) by the 15th of the following month and a quarterly financial report including all the necessary financial support documents (contracts, invoices, procurement dossiers, purchase orders, receipt of goods, bank transfers/checks, bank statements etc.) by the 15th of the following month. COSPE will check completeness of information included, ask for changes if needed and will share the financial reports with TDH IT on a quarterly basis, together with the narrative ones.

In addition to the internal reporting, partners commit to coordinate to ensure timely completion of reports to be submitted to the donor. Such reports are scheduled by contract between TDH IT and AICS as follows:

Report	Reporting period	Deadline for submission to the donor
First interim report (narrative and financial, including audit)	First 12 months of implementation	31st December 2023
Second interim report (narrative and financial, including audit only on expenditures not already reported)	From the beginning of the 13 th month up to when project's expenditures exceed 80% of the first tranche received	To be agreed
Final report (narrative and financial, including audit)	All project's implementation and 100% of approved budget (including cofunding)	Within 6 months after end of implementation period

Exchange rate

The Donor Contract is expressed in Euro and the Budget of this Agreement is expressed in Euro. The exchange rate Euro/USD and USD/LBP to be used for converting ABAAD's expenses is FIFO, as per TDH It contract with AICS. Exchanges from USD to LBP will be considered eligible only if happening through Sayrafa rate.

Exchange money among different currencies outside the official banking system will render the expense ineligible. Accordingly, COSPE reserves the right to retrieve all ineligible amounts transferred to the Partner.

XVI. Force majeure

Neither party shall be considered to be in default or in breach of its obligations under the MoU if the performance of such obligations is prevented by any event of force majeure arising after the date when the MoU becomes effective.

For the purposes of this MoU, the term "force majeure" means strikes, lock-downs or other disturbances, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and



any other similar unforeseeable events which are beyond the parties' control – including an interruption of funding by the donor –and cannot be overcome by due diligence.

XVII. Controversies

The Italian law shall govern the performance of the Contract. The contracting parties expressly establish they shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Agreement including any disputes regarding its existence, validity, or termination. Any controversy that might arise regarding the interpretation or application of this Contract and cannot be amicably settled shall be submitted to a Board of Arbitrators, composed of four arbitrators, designated as follows: each party shall appoint one arbitrator and the three arbitrators so appointed shall designate a fourth arbitrator; failing this, all disputes shall be referred to the Italian judicial system.

XVIII. Termination or suspension of the MoU

The present MoU is terminated or suspended at the occurrence of any of the disposition contained in the Donor General Conditions. In such circumstances, TDH It will immediately notify in writing the partners accordingly.

The present Agreement is terminated if any of the parties does not comply with any of the disposition contained in the present document based on a decision justified and taken by the Project Steering Committee.

The agreement is terminated also in any of the following cases:

- Gross negligence, gross fault or persistent misconduct committed by one of the parties.
- Attempted embezzlement of project funds, corruption, bribery, etc. by any of the parties.
- Any of the parties has done anything, which brings or might reasonably be expected to bring the Partners or the Project into disrepute or otherwise damage any third party to this agreement including, but not limited to, committing an act of fraud or dishonesty, whether or not connected with the Programme.

By signing this MoU, ABAAD Representative acknowledges that the failure to abide by agreed upon procedures constitute grounds for TDH Italia to immediately terminate this agreement.

Any decision to suspend, withdraw or terminate any activity or the Agreement itself must be properly justify in writing, and such correspondence shall be addressed to the highest-ranking staff of the respective organizations.

XIX. Data Protection and Data Sharing

The confidentiality of any information pertaining to any individual or group of beneficiaries of the project shall be respected. The contents of any files, including computerized databases, can only be released to persons duly authorized by TDH It to receive such information, and then only when in the interests of the individual or group of beneficiaries.

Acknowledging the right to privacy of all the beneficiaries, all information and records pertaining to any individual or group of beneficiaries of the project shall be protected and have to be considered as confidential information not in the public domain. These data and information shall be collected, stored, treated and analyzed solely for the purpose of providing humanitarian assistance and protection to the beneficiaries. Data and information can be shared among the parties, only with those employees or authorized officials having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations to protect the confidentiality of Information and are obligated not to disclose, publish or disseminate it to third parties or to use it outside of the purpose for which it is being disclosed. The obligations and restrictions of confidentiality contained herein shall be effective in perpetuity.



XX. Final provisions

All work to be undertaken for the purpose of implementing the project shall be carried out in full respect of humanitarian ethics as well as of standards and procedures set forth by the financing institution.

No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted - neither directly nor indirectly - as an inducement or reward in relation to activities funded through this MoU, including tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of the project and partnership, and for such additional action, civil and/or criminal, as may be appropriate.

The reference documents for this MoU are intended to be the project proposal as approved by the financing institution and the contractual agreement it signed with TDH It.

Any changes to the MoU shall be made in writing, as an Amendment or Addendum to this MoU, and upon agreement of all signatories. Amendments or Addenda pertaining the expected results and related key activities (paragraph VI), the area of intervention (paragraph III and V), the human resources (paragraph VII), the allocation of funding to the different results and/or activities or any other aspect of the implementation of the project which has received formal approval by the financing institution shall not be possible in the absence of either the approval of TDH IT or prior written consent by the donor, if they require an amendment of the funding agreement. Details are provided within art XII of this MoU.

The signatories of this MoU acknowledge that they are and shall remain solely liable for the consequences of any failure on their part or on the part of their personnel to fulfil the tasks and work packages assigned to it under this Agreement and/or under the contract signed between AICS and TDH It, and thus shall take all the necessary measures to cover their own liabilities and those on behalf of their personnel. The Partnership does not accept any liability in this respect on behalf of a Partner. The liability is applied to each partner within the limit of its total share of the budget.

All parties to this MoU must inform the beneficiaries of the services covered by this Agreement and about how they can contact ABAAD, COSPE and TDH It. The parties shall operate a complaint system which entitles project staff and beneficiaries to complain about either partner's execution of these MoU. ABAAD can complain about TDH It's performance, including that of its staff in respect of TDH It's policies, to the Project/Program Manager or, if s/he is the object of the complaint/has resulted unresponsive, to TDH It's Country Delegate or to TDH It HQ (reclami@tdhitaly.org).

The present MoU is made of XX paragraphs and 1 Annex (Annex I – Estratto Procedure Generali AICS_EN) and signed in three original copies, all being authentic, and it is written in English.

The signatories declare they have been authorized to sign this MoU on behalf of either of the parties and that they fully understand the contents of the present MoU in its English version.

For TDH IT

Luca Ricciardi
Country Delegate



Terre des hommes
أرض الإنسان - إيطاليا

23/08/2023

For ABAAD

Ghida Anani
Founder & Director
Legal Representative



abtaad
أبعاد

23/08/2023

For COSPE

Francesca Annetti
Country Delegate



cospe
TOGETHER FOR CHANGE

23/08/2023

Date and place

23/08/2023, Beirut