

MEMORANDUM OF UNDERSTANDING

For the project **AID11273 – Emergency assistance for 3 DC**

The present agreement (hereinafter "**MOU**") is signed in Tunis on February, 8, 2018

between:

HELPCODE ITALIA ONLUS {hereinafter "**HELPCODE**"), headquarter in Italy, Genoa, Via XXV Aprile 12b, represented by the Director, [REDACTED], who has the authority to sign it.

and

[REDACTED] established and registered in Libya, [REDACTED], represented by its Chairman of Management [REDACTED] who has the authority to sign it.

Hereinafter, "the Parties"

Provided that

- {a) **HELPCODE** and [REDACTED] operate in the field of International Cooperation and Humanitarian operations. Both parties seek to protect and assist vulnerable people, regardless of their status; refugees, internally displaced people (IDPs) migrants, and affected communities, including emergency response and preparedness with the view to achieve durable solutions.
- (b) **HELPCODE** and [REDACTED] share the mission of "Improving the life conditions of children in the context where they live, through programs and projects aiming at improving their education, wellbeing and development" .

(c) **HELPCODE** and [REDACTED] share the vision of a world where children, especially girls, are in the condition to fully express their potentialities in order to become fully realized adults.

(d) **HELPCODE** and [REDACTED] have mutual commitment and accountability before their common obligations towards the project, therefore strictly adhering to instructions and procedures required by the Italian donor during and after the implementation of the project in question.

(e) **HELPCODE** and [REDACTED] share the values of

Courage to search of creative solutions to solve the problems they meet in their work,

- Responsibility and respect towards the beneficiaries of their project, donors and colleagues,

Dedication in everything they do,

Sobriety in order to avoid any excess and misuse of resources,

Transparency in every choice, In the management of financial resources and organizational assets, just like in communication

(f) **HELPCODE** and [REDACTED] are willing to establish a strategic partnership for the management of projects to favor children, IDPs, refugees, migrants and needy people in Libya.

(g) **HELPCODE** and [REDACTED] are willing to cooperate in the design and writing of project proposals to present to Institutional donors,

The PARTIES agree upon what follows:

1. Object of the Agreement

The present agreement serves to regulate the duties and responsibilities of the Parties within

the context of implementation of the project **AID11273**, of the initial duration of 4 months as stipulated by the attached contract (Disciplinare)

2. Geographical limitations

HELPCODE and [REDACTED] project is in Libya, in the area indicated in the attached project document.

The Parties cooperate in the realization of communication and awareness campaigns both in Libya and internationally.

3. Duties and responsibilities

HELPCODE

- a. HELPCODE will provide managerial coaching on a daily base (emails, whatsapp, Skype);
- b. HELPCODE is responsible towards AICS and is the only official interlocutor with regards to project activities, administrative and financial matters, contractual questions;
- c. HELPCODE will transfer regularly the foreseen amount in accordance with the scheduled percentages as for the Contract signed with AICS (attached), and with the division of expenses as for the attached budget share;
- d. HELPCODE is the only responsible of project expenses approval, which will be duly submitted by [REDACTED] prior to any commitment towards third parties.

- [REDACTED]
- a. [REDACTED] guarantees full time dedicated staff to the project, fully available and not in time sharing with other donors; may the staff be only part time, a time sheet will be provided at the end of each month and the equivalent

time share only paid by HelPCODE;

- b. [REDACTED] guarantees the implementation of the activities on a daily base, in respect of the premises here above and inline with the international code of conducts for NGOs;
- c. [REDACTED] is responsible of the collection of offers and quotations with the aim of increasing efficiency and transparency, and to forward to the HELPCODE Program Manager in a timely fashion in order to meet the deadlines of the donor in an appropriate manner;
- d. [REDACTED] will respect the schedules and the requests as from the Program Manager and the Finance Manager of HELPCODE, in a cooperative fashion, seeking together any opportunity to improve the quality and the timing.

4. Assets

The assets purchased used under the object of this agreement are provided directly by HELPCODE and will remain as [REDACTED] property at the end of the period of implementation, upon signature of a handover document in which [REDACTED] takes full responsibility for the use in other humanitarian context.

5. Visibility and reporting

e. Visibility

HELPCODE and [REDACTED] engage themselves to communicate project activities and results to private and institutional donors accordingly with the guidelines specified in the MoU.

The Parties will communicate and report project activities and results in line with Libyan laws.

The visibilities rules as for the Italian Government apply:

- i. The use of AICS logo can be used only upon approval of the visibility plan from AICS Tunis;
- ii. Each item will have the join logos of [REDACTED]-helpcode [REDACTED] and AICS; amendments to this general rule can apply only for security reasons or if otherwise requested by AICS;
- iii. Vehicles will not be marked with stickers in order to protect the security of the staff.

f. Reporting schedule

Activities will be reported as follows:

OPERATIONS

- a) on the day of the foreseen activity through the use of [REDACTED]
- b) on the day of the foreseen activity, through the transmission of pictures and the update of the distribution plan table

FINANCE

- a) Daily via Skype/whatsapp between [REDACTED] Admin Officer and HELPCODE Finance appointees;
- b) Monthly (by the 5th of the following month) for the transmission via email, Wettransfer, of the required documentation (invoices, contracts, bank statements) to allow proper reporting to the donor;
- c) Bimonthly meetings in Tunis to hand deliver the supporting paper as sent via Wettransfer.

MANAGEMENT

- a) Weekly Skype/Whatsup calls between the [REDACTED] and the HELPCODE Appointed Program Managers;

- b) Monthly meetings in Tunis.
- c) Bimonthly meetings in Tripoli

The costs of the travels to Tunis **shall** be considered included in the budget share of each partners, unless ad hoc cases indicate differently.

5. Duration

The present Agreement is valid for the duration of the project, starting from the date of signature and until the submission of the final report according to the requests of the Donor, the Italian Government.

6. Disputes and early termination

The Party will seek amicable solutions for any dispute that may arise, through the service of an independent third party may the situation require.

In case of disputes for which it is necessary the decision of a Court, the Italian Jurisdiction applies, namely the Court of Genova.

The present Agreement can be terminated by each party prior to its natural end via mean of email with a minimum notice of 60 days, during which every financial settlement must be reached.

It can be also terminated for cause of *force majeure*, related to serious worsening of security conditions, newly declared state of war or natural disaster.

Signed on _____

For HELPCODE

Annexes:

1. Contract (Disciplinare)
2. Project Document
3. Budget share
4. Distribution Table Format