



# "Emergency Support to Migrants and Host Communities in Janzour and Gharyan areas" Project code: LIBIA/11242/05

Contract agreement between GVC&

ontract agreement (hereinafter referred as "Agreement") made between Gruppo di
olontariatoCivile(hereinafter referred as "GVC") and its partner (GRANGE CONTROL (hereinafter referred
s (((()))
Whereas GVC and have signed a Memorandum of Understanding on January the 2 nd
018 for the mutual collaboration in improving the conditions of people living in Libya through the design
nd implementation of humanitarian assistance and development cooperation programs.
Whereas this agreement derives from the signed MoU between the parties for the implementation of a
pecific project.
Whereas this contract is referring to the initiative named "Emergency Support to migrants and host
ommunities in Janzour and Gharyan areas" (hereinafter referred as " <b>Project</b> "), which will be
o-implemented by its partner (hereinafter referred as "Recipient Institution")
Whereas GVC desires to provide funding to Abiro Almotawasit in the context of LIBIA/11242/05 and on the
erms and conditions hereinafter set forth, and whereas the <b>conditions</b> is ready and willing to
ccept such funds from GVC through the administration of the Project on the said terms and conditions.
Whereas following the closure of Gharyan detention centre, activities will then instead supporting Abu
alim detention centre in Tripoli.

Now, therefore, the parties hereto agree as follows:





#### **Article 1.Context**

"Emergency Support to Migrants and Host Communities in Janzour and Gharyan areas", LIBIA/11242/05, is a ten months initiative approved and funded by the Italian Cooperation and Development Agency (AICS) and led by the Italian NGO GVC – Gruppo di Volontariato Civile.

The action takes place in Libya; and it is implemented in partnership with the following organisations:

The projectis designed to improve living conditions of people detained in Janzour and Abu Salim detention centres as well as for people living in the host communities where these centres are located.

#### Article 2.Purpose and Scope of the contract Agreement

- 2.1 On the basis of the present Agreement, the Recipient Institution shall contribute to the achievement of the objectives of the project, together with the third parties involved (Partners and subcontractors) performing the LIBIA/11242/05 AICS grant Contract in accordance with the terms and conditions as stated in the present Agreement.
- 2.2 The following documents are to be considered part of the contract Agreement:

ANNEX B sbudget;

ANNEX C Narrative and financial reporting template

ANNEX C GVC Ethical Code;

#### **Article 3.Time Frame**

- 3.1 The present contract Agreement will enter into force from the [15/07/2018]. It shall cover the duration of the Project (10 months), therefore it shall expire on the [04/05/2019].
- 3.2 The duration cannot be extended except by written agreement (letters exchange) between the parties.
- 3.3 The Agreement may be terminated by either party before completion of the Agreement by giving





thirty (30) days written notice to the other party, and the Recipient Institution shall promptly return any unutilized funds to GVC.

3.4 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

#### **Article 4.Responsibilities**

- 4.1. The Recipient Institution shall carry out all Projectactivities with due diligence and efficiency.

  Subject to the express terms of this contract Agreement, it is understood that the Recipient Institution agrees to:
  - implement the Project,
  - execute the Budget as stated in the present Agreement and be responsible for update related to the subsequent release of funds in tranches,
  - submit monthly financial and narrative reports as per provided formats
  - inform GVC about any problem the Recipient Institution may face in attaining the objectives agreed upon,
  - allow GVC, its partners, the AICS personnel or external consultants to carry out monitoring and evaluation missions in the Projectareas.
  - Provide No. 5 desks for the project staff in an office compound within the Recipient Institution premises in Tripoli, fully optional, including utilities, security service, internet, photocopy machine, printers and stationary. The office will be regulated under a specific contract and according to the agreed budget attached to this agreement. In case more space will be needed, the parties will discuss the option and agree accordingly.



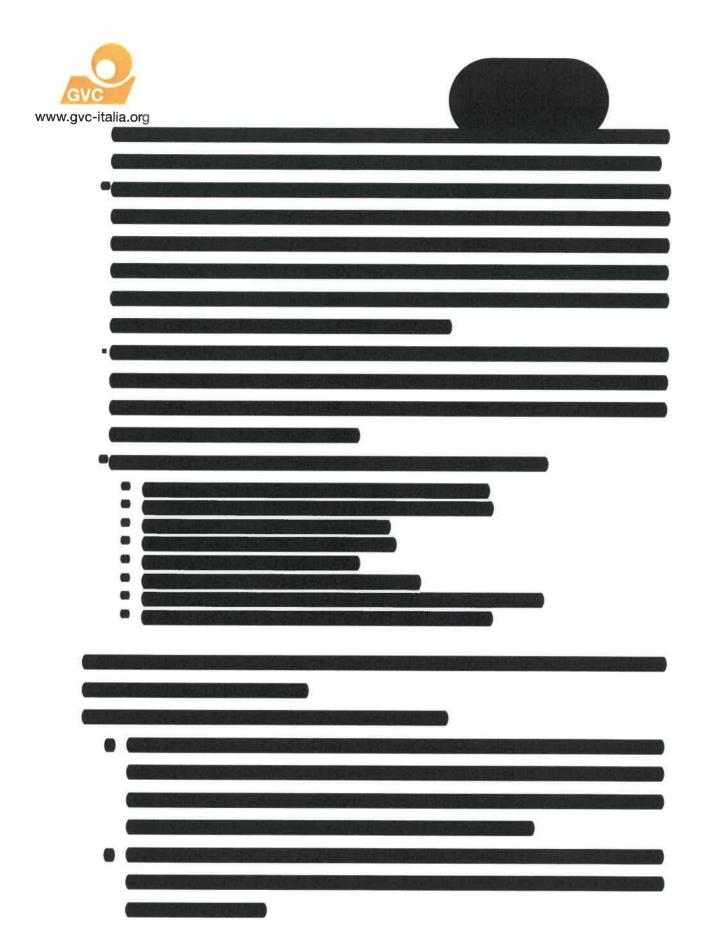


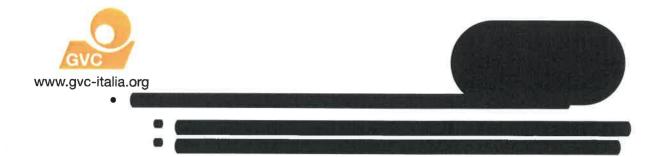
will employ the personnel needed to implement the project activities related to the results mentioned below (Results 1-2):

- 1 full-time WASH Engineer, who will be the coordinator of the action
- 4 full-time social workers acting as hygiene/protection promoters (9 months)
- 2 full-time maintenance workers

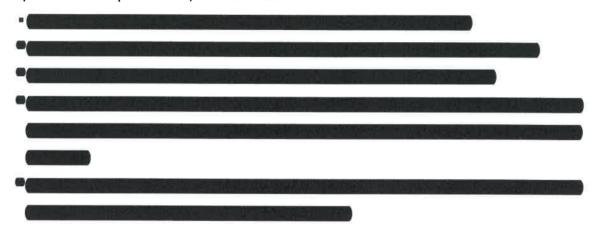
■ 8 cleaners
1 full-time accountant, who will be seconded to GVC and respond to GVC Administrator
based in Tunis
will provide CV and ID copies of all the staff to be recruited to be annexed to this
contract agreement.
The gross salary covering the a.m. personnel will be paid to
enclosed budget (Annex B).
will also be responsible for the management of such personnel according to
the Libyan Labour Law.
commits itself to produce all the needed documentation in order to be
refunded for the a.m. personnel expenditure, broken down in gross salary, social security
charges, insurance and net salary.
contracts, with job description annexed, and time sheets every month signed by the above
mentioned staff in relation to the project LIBYA/11242/05.
For the seconded staff to GVC, in case the performance will not be satisfactory, the staff may be
replaced under the request of GVC, which will select a new staff.
Responsibilities by results

As part of their responsibilities,	taff will:





As part of their responsibilities, GVC staff will:



- 4.2 The Recipient Institution shall have exclusive control over the administration and execution of the activities referred to the Project and that GVC shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by two parties together. This includes also the needed coordination with other actors to avoid overlaps and duplications.
- 4.3 If at any time GVC is not satisfied with the quality of work or the progress being made toward achieving such goals, it may be decided to: (i) withhold payment of funds until its opinion about the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Recipient Institution; or (iii) seek any other remedy as may be necessary.
- 4.4 The rights and obligations of the Recipient Institution are limited to the terms and conditions of this Agreement. Accordingly, the Recipient Institution and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.
- 4.5 The Recipient Institution shall be solely liable for claims by third parties arising from the Recipient Institution's acts or omissions in the course of performing this Agreement and under no circumstances shall GVC be held liable for such claims by third parties.



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- 4.6 Assets supplied by AICS funds to the Recipient Institution shall be the property of GVC until the end of the project, at which time GVC shall determine the best use of these assets. The assets shall be used for the purpose of the Project throughout the period of this Agreement.
- 4.7 In case access to the targeted detention centres will no be longer available due to circumstances related to institutional changes by the local authorities, situations of conflict or other documented circumstances impeding the smooth implementation of the project activities, actions under this agreement will be temporarily suspended until when a further solution will be agreed with the donor. A formal communication exchange between the two organizations will define how to proceed in these cases.

### Article 5. Allocation of funds and budget management

- 5.1 The maximum financial contribution by GVC to the Recipient Institution and to the Project during the Contract period shall be in accordance with the budget and its financial provisions set out in the budget approved by GVC.
- 5.2 Should the declared total expenditure by the Recipient Institution be lower than the maximum contribution stipulated above, GVC will only refund the Project's real total expenditure.
- 5.3 The allocation of Project funding to the Recipient Institution is subject to receipt by GVC of the respective project funding from AICS.
- 5.4 Modification of budget lines are allowed up to the 10% of the sub-total budget lines and must not change the total budget approved. Any other change to the budget exceeding the 10% must be authorized by GVC after written request formally sent by the Recipient Institution.
- 5.5 Monthly narrative and financial reports will be provided within the 10<sup>th</sup> of the following month as per provided templates (Annex 2). Digital accounting documents will also be attached to the financial report, as well as any procurement dossier, staff contract, etc. Physical copies of supporting accounting documents will be provided to GVC on a quarterly basis within the 15<sup>th</sup> of the following month.





- 5.6 GVC and its partners might plan monitoring visits related to its specific activities on ad hoc basis.
  The recipient Institution shall ensure access to all requested documentation and its staff availability and helpfulness.
- 5.7 The recipient Institution shall keep clear track of funds received for the Project, as well as a monthly bank reconciliation of the project's cash. It shall also mark all original accountancy documents with the project's name (Emergency Support to Migrants and Host Communities in Janzour and Gharyan areas) and code (LIBIA/11242/05). Moreover the recipient Institution shall keep track of all receipts/invoices and financial documentation, so that they can be checked by third party (bank statements, debit notes, timesheets, staff contracts, etc.).
- 5.8 Related to the financial reports, in case original documents or copies are missing or in case of any other breach of eligibility rules stated by AICS, the GVC may refuse those expenses and therefore detract them from the following transfer, unless the Recipient Institution clearly provides the correct documentation.

#### **Article 6.Schedule of payments**

- GVC shall pay the Recipient Institution within 10 days from the approval of the monthly financial report. All expenditures made by and previously approved by GVC, will be refunded upon submission of digital/original invoices and documents as per article 5.5. No lump sum will be admitted. At the beginning of each month, and no later than the 2<sup>nd</sup>, the Recipient Institution will send GVC an expenses forecast for the month according to the template provided.
- 6.3 The total Project Budget is and GVC shall provide funds to the Recipient Institution according to the schedule of payments set out below:
  - Monthly refund as per article 5.5 provisions.





- The balance of the final amount of the grant, referred to the last request for funds of the total budget, will be provided after the final verification of the supporting documents with the schedules et in article 5.5
- 6.4 Funds will be transferred by GVC to the following account:

Account holder:	
IBAN:	
Bic/s wift:	
Bank:	

# Article 7. Payment exchange rate

- 7.1 All payments to the Recipient Institution to be made under this Contract Agreement shall be made in Euro and shall be paid by bank transfer from GVC.
- 7.2 The amount of payment of such funds is not subject to any adjustment or revision because of price the actual costs incurred by the Recipient Institution in the performance of the activities under this Agreement.
- 7.3 In case of expenditures made in currency other than the one applying to the budget approved, the rate of exchange to be used will be the monthly average exchange rate published by INFOREURO:
  - http://ec.europa.eu/budget/contracts\_grants/info\_contracts/inforeuro/index\_fr.cfm.
- 7.4 In financial reports, the rate of exchange to be used will be the monthly average exchange rate of the expenditures published by INFOREURO: http://ec.europa.eu/budget/contracts\_grants/info\_contracts/inforeuro/index\_fr.cfm.

#### **Article 8.External evaluations**

8.1 In case of external evaluation conducted by AICSor related organizations, the Recipient



Institutionshall ensure the access to Project's areas and to all related documentation. Its project's staff shall also be available during these operations.

## Article 9. Settlement of disputes and applicable law

- 9.1 Anycontroversyorclaimarisingoutof, orinaccordance with this Agreement orany breach thereof, shall unless it is settled by direct negotiation and the parties shall first endeavour to settle it amicably.
- 9.2 Provided thata dispute cannot be settled amicably, the arbitration of the dispute between the Recipient Institution and GVC in connection with the present Contract Agreement shall be conducted through one-man arbitration in accordance with the laws of the country where the project takes place.
- 9.3 Any such arbitration shall take place in taly.
- 9.4 This Contract is governed by the laws of Italy.

#### Article 10. Communication and visibility

- 10.1 Considering the operational context, any action in terms of visibility and communication will have to be agreed by the parties. .
- 10.2 Particularly, messages and communication will be compatible with social and cultural norms and the role of target groups.
- 10.3 Every official report and communication material produced in the Project, in general will have the AICS flag as well as GVC logo together with the mention "This project is co-funded by AICS".
- 10.4 Communication and dissemination materials and publications will also bring the following non-responsibility statement: "This publication has been produced with the assistance of AICS. The contents are the sole responsibility of GVC and its partners and can in no way be taken to reflect the views of AICS".





- 10.5 National or international trainings, as well as conference and any other events will guarantee the acknowledgment of the AICS funding and the presence of GVC logo on every materials produced, included press conference and media, and disseminated by the Project.
- 10.6 For any event the Recipient institution will use the roll up visibility made available by GVC at the signature for this contract agreement.

#### Article 11.Ethical code

11.1 GVC, when implementing its own activities and managing its relations and contracts, refers to the principles included in its Ethical Code (annex C). The violation of Ethical Code's dispositions may lead the termination of the present Agreementtogether with a request of compensation for damages.

Done in (English) in two originals: one original being for the Contracting Authority and one original being for the Contractor

HEAD OF
Tunis, 15.07.2018

For the Contracting Authority

Regional Coordinator Maghreb - GVC





# Contact information

All further correspondence regarding the execution of this Contract Agreement should be addressed to:

For GVC :	For the Recipient Institution
Name:	Name:
Title: Regional Coordinator GVC	Title: HEAD OF
Email Phone:	Phone Phone
GVC Tunisia	Tripoli– Libya