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HOPES-LEB FUNDING FOR TRAINING AND CAPACITY BUILDING CONDITIONS – Rules and Regulations

All requesting organisations should make sure the implementation and reporting of the activities are in line with the conditions in this document.

Definitions:

<i>Project:</i>	<i>The total number of activities that are proposed in the application and implemented by the requesting organisation</i>
<i>Requesting organisation:</i>	<i>The organisation from Lebanon which is invited to submit a proposal for the HOPES-LEB project. The requesting organisation can act on its own or together with other co-requesting organisations</i>
<i>Contract:</i>	<i>The agreement between the requesting organisation and Nuffic</i>
<i>Contracting Authority:</i>	<i>Nuffic which is responsible for the implementation of the Funding for Training and Capacity Building work package and the Call for Proposals within the HOPES-LEB consortium</i>

ARTICLE 1 – GENERAL ELIGIBILITY

The general criteria that proposals under the Funding for Training and Capacity Building have to comply with in order to be eligible:

- > Proposals should come from organisations and institutions officially registered in Lebanon
- > (Co-)Applicants must be:
 - o Local ministries and governmental organisations
 - o Youth or labour organisations
 - o NGO's (local, regional and/or global)
 - o Education and research institutions (local, regional and/or global)
- > International NGO's, regional and global research institutes and regional and global education institutions can participate as co-applicants in a project, in which a Lebanese registered entity takes the lead.
- > (Co-)Applications from research institutes and education institutions: this type of institutional cooperation has to be practical and demand-driven and should arise from the needs of local organisations.

ARTICLE 2 – SELECTION CRITERIA

The projects must take place in Lebanon and be demand driven and tailored to the needs of the requesting organisation and target group. Projects will be assessed based on the following general selection criteria:

- > Address one or more of the priority areas of the educational pathway, i.e., to support access to higher and further education, completion of higher and further education, and access to the labour market for refugees from Syria and/or vulnerable Lebanese youth
- > Respond to a high need for institutional capacity development which in the context of this call is defined as "the improvement of an organisation's/institution's capabilities to deliver its mission effectively and

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efficiently and create sustained change by strengthening managerial systems, human capital, infrastructure, legal frameworks, and core support functions”

- > Demonstrate the link to needs following the current context in Lebanon (among others, the COVID-19 pandemic and the economic/ financial and social crises)
- > Provide access to resources and effective solutions to organisations, institutions, and/or other targeted beneficiaries
- > Ensure synergies, complementarity and coordination between existing capacity building projects
- > Deliver tangible results and clear outputs
- > Include relevant partners and strengthen partnerships between higher education, the livelihoods sector, and community-based organisations where possible
- > Promote the achievement of gender equality and pay particular attention to the specific needs of youth with disabilities. Indicators should inform on the ratio of refugees from Syria/ vulnerable Lebanese
- > Have an effect also after project completion (sustainability) by focusing on institutional capacity building and not only capacity building of staff and targeted beneficiaries, in addition to ensuring an impact on indirect beneficiaries
- > Requested budget should be consistent with the project action plan and in line with HOPES-LEB financial regulations

ARTICLE 3 – CONSORTIA

The organisation may submit an application either on its own or in cooperation with other organisations, by forming a consortium or hiring sub-contractors. In all cases, there must be only one lead organisation.

The following rules are applicable:

- The lead organisation bears full responsibility for the grant, its obligations and all project activities carried out. This construction is known as ‘single-point responsibility’.
- Nuffic (as the Contracting Authority) will sign an agreement with the lead organisation. The requesting organisation shall insure that all the rules and regulations as stated in this document will also be binding for the sub-contractors and consortium partners.
- In case there is a consortium with applications from the abovementioned organisations and relevant education institutions, and regional/international organisations: this type of institutional cooperation has to be demand-driven and should arise from the needs of local organisations.
- International NGO’s, regional and global research institutes and regional and global education Institutions can participate as co-applicants in a project, in which a Lebanese registered entity takes the lead.

ARTICLE 4 – ELIGIBLE COSTS

Cost eligibility criteria

4.1. Eligible costs are actual costs incurred by the requesting organisation(s), which meet all the following criteria:

- a) They are incurred during the implementation of the project as specified in project proposal.

In particular:

- (i) Costs relating to services and works shall relate to activities performed during the implementation period. Costs relating to supplies shall relate to delivery and installation of items during the implementation period. Signature of a contract, placing of an order, or entering into any commitment for expenditure within the implementation period for future delivery of services, works or supplies after expiry of the implementation period do not meet this requirement.

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- (ii) Costs incurred should be paid before the submission of the final reports. They may be paid afterwards, provided they are listed in the final report together with the estimated date of payment.
 - (iii) An exception is made for costs relating to final reports, including expenditure verification, audit and final evaluation of the project, which may be incurred after the implementation period of the project.
- b) they are indicated in the estimated overall budget for the proposal
 - c) they are necessary for the implementation of the proposal
 - d) they are identifiable and verifiable, in particular being recorded in the accounting records of the Requesting Organisation(s) and determined according to the accounting standards and the usual cost accounting practices applicable to the Requesting Organisation(s)
 - e) they comply with the requirements of applicable tax and social legislation
 - f) they are reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

Eligible direct costs

4.2. The following direct costs of the Requesting Organisation(s) shall be eligible:

- a) the cost of staff assigned to the project, corresponding to actual gross salaries including social security charges and other remuneration-related costs; salaries and costs shall not exceed those normally borne by the Requesting Organisation(s), unless it is justified by showing that it is essential to carry out the project
- b) travel and subsistence costs for staff and other persons taking part in the project, provided they do not exceed those normally borne by the Requesting Organisation(s) according to its rules and regulations, or the rates published by the European Commission at the time of such mission if reimbursed on the basis of simplified cost options
- c) purchase costs for equipment (new or used) and supplies specifically for the purposes of the project, provided that ownership is transferred at the end of the project when required in Article 9.5
- d) costs of consumables
- e) costs entailed by contracts awarded by the Requesting Organisation(s) for the purposes of the project
- f) costs deriving directly from the requirements of the Contract (dissemination of information, evaluation specific to the project, audits, translation, reproduction, insurance, etc.) including financial service costs (in particular the cost of transfers and financial guarantees where required according to the Contract)
- g) duties, taxes and charges, including VAT, paid and not recoverable by the beneficiaries.

Student stipend expenses are allowable. Indirect costs/overhead costs are not eligible.

ARTICLE 5 - LIABILITY

5.1. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Requesting Organisation(s) while the project is being carried out or as a consequence of the project. The Contracting Authority cannot therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.

5.2. The Requesting Organisation(s) shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out or as a consequence of the project. The

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Requesting Organisation(s) shall discharge the Contracting Authority of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Requesting Organisation(s) or the Requesting Organisation(s)'s employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of the Article 6, employees of the Requesting Organisation(s) shall be considered third parties.

ARTICLE 6 - CONFLICT OF INTERESTS AND GOOD CONDUCT

6.1. The Requesting Organisation(s) shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

6.2. Any conflict of interests which may arise during performance of this Contract must be notified in writing to the Contracting Authority without delay. In the event of such conflict, the Requesting Organisation(s) shall immediately take all necessary steps to resolve it.

6.3. The Contracting Authority reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

6.4. The Requesting Organisation(s) shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Contract, the Requesting Organisation(s) shall replace, immediately and without compensation from the Contracting Authority, any member of its staff in such a situation.

6.5. The Requesting Organisation(s) shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

ARTICLE 7 – CONFIDENTIALITY

7.1. Subject to Article 11, the Contracting Authority and the Requesting Organisation(s) undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Contract and identified in writing as confidential until at least 5 years after the payment of the balance.

7.2. The Requesting Organisation(s) shall not use confidential information for any aim other than fulfilling their obligations under this Contract unless otherwise agreed with the Contracting Authority.

7.3. Where the European Commission is not the Contracting Authority it shall still have access to all documents communicated to the Contracting Authority and shall maintain the same level of confidentiality.

ARTICLE 8 – COMMUNICATION AND VISIBILITY

8.1. Unless the European Commission agrees or requests otherwise, the Requesting Organisation(s) shall take all necessary steps to publicise the fact that the European Union has financed or co-financed the project and to ensure the visibility of the European Union, the EU Regional Trust Fund in response to the Syrian Crisis, the 'EU Madad Fund'

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as well as HOPES-LEB programme during dissemination of the project's activities, achievements and impact. Such measures shall comply with the Communication and Visibility Manual in EU-financed external actions laid down and published by the European Commission, that can be found at: https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/visibility_requirements_near_english.pdf. As well as with the Communication and Visibility Guidelines for implementing projects funded by HOPES-LEB.

8.2. The Requesting Organisation(s) shall report on the activities implemented to ensure the EU and the HOPES-LEB visibility.

8.3. In particular, the Requesting Organisation(s) shall mention the project, the European Union's financial contribution in information given to the final recipients of the project and the HOPES-LEB programme, in its internal and annual reports, and in any dealings with the media. It shall display the European Union and the HOPES-LEB logo wherever appropriate as indicated in the **Communication and Visibility Guidelines for implementing projects funded by HOPES-LEB**

8.4. Any notice, publication by the Requesting Organisation(s) concerning the Project, including those given at conferences or seminars, in whatever form and by whatever medium, including the internet, shall include disclaimers indicated in the **Communication and Visibility Guidelines for implementing projects funded by HOPES-LEB**

8.5. The Requesting Organisation(s) authorises the Contracting Authority, the HOPES-LEB project and the European Commission (where it is not the Contracting Authority) to publish its name and address, nationality, the purpose of the grant, duration and location as well as the maximum amount of the grant and the rate of funding of the project costs. Derogation from publication of this information may be granted if it could endanger the Requesting Organisation(s) or harm their interests.

8.6 The Requesting Organisation(s) authorises the Contracting Authority, the HOPES-LEB project and the European Commission to publish, reproduce, archive and use, in any form and medium, including on their websites and social media channels all communication tools, photographs and audio-visual materials produced as part of the project provided it does not thereby breach intellectual property rights. (please refer to article 9)

ARTICLE 9 - OWNERSHIP/USE OF RESULTS AND ASSETS

9.1. Ownership of, and title and intellectual and industrial property rights to, the Project's results, reports and other documents relating to it will be vested in the Requesting Organisation(s).

9.2. Without prejudice to Article 10.1, the Requesting Organisation(s) grant the Contracting Authority, and the HOPES-LEB project (and the European Commission where it is not this Contracting Authority) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

9.3. The Requesting Organisation(s) shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Contract.

9.4. In case natural, recognizable persons are depicted in a photograph or film, the Requesting Organisation(s) shall, submit a statement of these persons giving their permissions for the described use of their images (consent form as

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provided by the HOPES-LEB project). The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

9.5. Unless otherwise clearly specified in the project proposal, the equipment, vehicles and supplies paid for by the Budget for the Project shall be transferred to the final beneficiaries of the Project, at the latest when submitting the final report.

If there are no final beneficiaries of the Project to whom the equipment, vehicles and supplies can be transferred, the Requesting Organisation(s) may transfer these items to:

- local authorities
- local Beneficiary(ies)
- local affiliated entity(ies)
- another Project funded by the European Union
- or, exceptionally, retain ownership of these items.

In such cases, the Requesting Organisation(s) shall submit a justified written request for authorisation to the Contracting Authority, with an inventory listing the items concerned and a proposal concerning their use, in due time and at the latest with the submission of the final report.

In no event may the end use jeopardize the sustainability of the Project or result in a profit for the Requesting Organisation(s).

9.6 Copies of the proofs of transfer of any equipment and vehicles for which the purchase cost was more than EUR 5000 per item, shall be attached to the final report. Proofs of transfer of equipment and vehicles whose purchase cost was less than EUR 5000 per item shall be kept by the Requesting Organisation(s) for control purposes.

ARTICLE 10 - EVALUATION/MONITORING OF THE PROJECT

10.1. If the European Commission carries out an interim or ex post evaluation or a monitoring mission, the Requesting Organisation(s) shall undertake to provide it and/or the persons authorised by it with the documents or information necessary for the evaluation or monitoring mission. Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Project performed by the Requesting Organisation(s). The Requesting Organisation shall inform the Contracting Authority about any interim or ex post evaluation or a monitoring mission from the European Commission.

10.2. If either the Requesting Organisation(s) or the European Commission carries out or commissions an evaluation in the course of the Project, it shall provide the other and the Contracting Authority with a copy of the evaluation report.

ARTICLE 11 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

Accounts

11.1. The Requesting Organisation(s) shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system.

The accounts:

- a) may be an integrated part of or an adjunct to the Requesting Organisation(s)'s regular system
- b) shall comply with the accounting and bookkeeping policies and rules that apply in Lebanon

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- c) shall enable income and expenditure relating to the Project to be easily traced, identified and verified.

11.2. The Requesting Organisation(s) shall ensure that the eligible costs as mentioned in Article 4, can be produced in a financial report and can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose, the Requesting Organisation(s) shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

Right of access

11.3. The Requesting Organisation(s) shall allow verifications to be carried out by the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by the Contracting Authority. The Requesting Organisation(s) have to take all steps to facilitate their work.

11.4. The Requesting Organisation(s) shall allow the above entities to:

- a) access the sites and locations at which the Project is implemented
- b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project
- c) take copies of documents
- d) carry out on the-spot-checks
- e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project.

11.5. Additionally, the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the European Commission.

11.6. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors and to any external auditor authorised by the Contracting Authority carrying out verifications as provided for by this Article shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

Record keeping

11.7. The Requesting Organisation(s) shall keep all records, accounting and supporting documents related to this Contract for three years and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Requesting Organisation(s) shall inform the Contracting Authority of their precise location.

11.8. All the supporting documents shall be available in the original form, including in electronic form.

11.9. In addition to the reports mentioned in Article 1, the documents referred to in this Article include:

- a) Accounting records (computerised or manual) from the Requesting Organisation(s)'s accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information

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- b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports
- c) Proof of commitments such as contracts and order forms
- d) Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc.
- e) Proof of receipt of goods such as delivery slips from suppliers
- f) Proof of completion of works, such as acceptance certificates
- g) Proof of purchase such as invoices and receipts
- h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor
- i) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed
- j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs
- k) Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or European-based staff (if the Project is implemented in Europe) analyses and breakdowns of expenditure per month of actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.

11.10. Failure to comply with the obligations set forth in article 11.1 to 11.9 constitutes a case of breach of a substantial obligation under this contract. In this case, the contracting authority may in particular suspend the contract, payments or the time limit for the payments, terminate the contract and/or reduce the grant.

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