



*Lebanese Republic
National Assembly*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE PARLIAMENT OF THE REPUBLIC OF LEBANON
FOR
PROGRAM TO STRENGTHEN THE LEBANESE PARLIAMENT
THROUGH THE DEVELOPMENT OF A LEGISLATIVE RESOURCE
CENTER**

ARTICLE 1. PURPOSE

The Government of the United States of America, acting through the United States Agency for International Development (USAID), and the Parliament of the Republic of Lebanon (the Parliament), hereafter referred to as the Parties, wish to cooperate in a mutual effort to provide in-kind and technical assistance to strengthen the internal capacity of the parliamentary administration through targeted direct technical assistance, and in support of establishing and developing the Center for Parliamentary Training and Legislative Studies, to be situated within the Parliament. USAID wishes to furnish, and the Parliament wishes to receive, in-kind and technical assistance through the Program to Strengthen the Lebanese Parliament through Development of a Legislative Resource Center, hereinafter referred to as the PSLP or the Program. The State University of New York / Center for International Development (the Contractor) as funded by USAID will implement such assistance. Accordingly, the Parties have concluded the present Memorandum of Understanding, hereinafter referred to as the MOU, to set forth their understandings with respect to their undertakings in support of the stated purpose. The Parties are entering into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation between the parties as outlined in this MOU is not to be considered or construed as a partnership or other type of legal entity or personality. Nothing in this MOU shall be construed as superseding or interfering in any way with other agreements or contracts entered into between two or more of the parties, either prior to or subsequent to the signing of this MOU. This MOU is not intended to effect an obligation of funds by USAID.

ARTICLE 2. UNDERTAKING OF THE PARTIES

2.1 USAID Assistance: Technical assistance provided by USAID through the Contractor in support of the Program to Strengthen the Lebanese Parliament through Development of a Legislative Resource Center (PSLP) will:

1. Provide the staff and leaders of the parliamentary administration with examples of international good practices, advice and training in legislative administration in both the short and long term;
2. Assist in making the parliamentary administration's operations more efficient, effective, transparent and accessible through direct assistance to the Parliament's General Directorate of Studies and Information, and Directorate of Committees and Sessions;
3. Assist the parliamentary administration in developing and establishing the Center for Parliamentary Training and Legislative Studies, in cooperation with the Arab Parliamentary Union and other donors; and
4. Work closely with the parliamentary administration in implementing mutually agreed-upon activities of the PSLP as outlined in Annex A.

2.2 Parliament Assistance: The Parliament, with the support of the technical assistance provided by USAID through the Contractor, will use its best efforts to achieve the following benchmarks:

1. Parliament will provide technical equipment and support for library management software upgrades in the Fall of 2010;
2. Parliament will organize the First Meeting Of the Arab Parliamentary Libraries Chapter of the International Foundation Of Library Associations (IFLA) during the summer of 2011;
3. Parliament will provide, renovate, equip, and maintain sufficient office space for the Center for Parliamentary Training and Legislative Studies to be located at Parliament during the first half of 2011; and
4. Parliament will provide appropriate staff from the select Directorates for training according to a mutually agreed upon schedule throughout the term of the Program.

2.3 Role and Responsibility of Parliament: To ensure the success of the PSLP technical assistance, Parliament will:

1. Cooperate in implementing the agreed-upon activities, including, but not limited to, provide working places therefore;
2. Share information relevant to the Program necessary to manage the Program to achieve the agreed upon results;

3. Provide select parliamentary staff to be trained and to serve as future service providers of the Parliament's Center for Parliamentary Training and Legislative Studies;
4. Direct the staff designated by the select directorates who will actively participate in trainings, workshops, roundtables and other activities organized by the PSLP;
5. Support and cooperate with experts employed by the PSLP, in providing technical assistance for program activities outlined in Annex A;
6. Maintain, use and support all software, equipment, and materials supplied by USAID as necessary to advance the purposes of the Program;
7. All communications pertaining to this MOU and to implementation of Program activities specific to the directorates receiving support through the technical assistance provided by the PSLP are directed to the National Coordinator, Mr. Bilal Charara, the Director General for Foreign Affairs of the Lebanese Parliament, and to Ms. Sladjana Bijelic, Chief of Party of the Program to Strengthen the Lebanese Parliament, funded by USAID and implemented through the State University of New York / Center for International Development; and
8. Provide assistance in acquiring exemptions from any national taxes including Value Added Tax (VAT), local customs and fees, or any other support documents required to establish program operations in Lebanon including registration, residencies, among others.

2.4 Role and Responsibility of USAID: USAID, acting through the Contractor, will provide technical assistance, and will direct the Contractor to:

1. Work directly and closely with the relevant international organizations, state bodies and other concerned private and public sector organizations and individuals in coordination with Parliament;
2. Collaborate and coordinate with the Parliament and keep them informed of all pending and completed activities of the Contractor with public and private sector organizations and individuals relevant to the technical assistance provided hereunder;
3. In delivering technical assistance, USAID through the Contractor will coordinate with the National Coordinator to ensure successful implementation of the Program; and
4. The Contractor will meet with the National Coordinator semi-annually to document decisions on program implementation and progress. The Contractor will meet with General Directors throughout the Program to implement specific program activities as outlined in Annex A.

ARTICLE 3. STANDARD PROVISIONS

3.1 Relation to Framework Bilateral Agreement: In-kind assistance furnished by USAID pursuant to this MOU is considered United States assistance within the scope of the Special Economic Assistance Agreement between the United States of America and the Government of Lebanon, signed June 11, 1954.

3.2 Compliance with U.S. Law and Regulations: USAID shall obligate, commit and expend funds and carry out operations pursuant to this MOU only in accordance with the applicable laws and regulations of the United States.

3.3 Records, Audit and Quality Assurance: The Parliament shall maintain or cause to be maintained, as appropriate, records relating to the assistance adequate to show use and receipt of assistance furnished pursuant to this MOU. Records shall be maintained for a period of three years after assistance has been furnished. The Parliament shall afford authorized representatives of USAID, or their designees, the opportunity to observe the site of the assistance and records relating to the assistance.

3.4 Title to and Use of Property: Unless otherwise directed by USAID, title to all property furnished by USAID for the purposes of the Program shall be vested in Contractor. Any property furnished by USAID and titled to Contractor shall be used effectively for the assistance purpose of the Program described above and, upon completion of the Program, shall be transferred to benefit the Parliament, the Center for Parliamentary Training and Legislative Studies or other eligible entities for use so as to further the objectives of the assistance in accordance with USAID regulations.

3.5 Information and Implementation Letters:

1. USAID and the Parliament shall provide each other with such information as may be needed to facilitate provision of the assistance and to evaluate the effectiveness of this assistance; and
2. USAID may from time to time communicate with the National Coordinator to provide additional information on matters discussed in this MOU. The Parties may also use jointly agreed letters to confirm their mutual understandings with respect to implementation of this MOU, including changes in elements of Annex A. Implementation letters shall not be used to amend the text of the MOU.

3.6 Authorized Representatives: The Parties shall be represented by those holding or acting in the offices held by the signatories to this MOU. Each Party may, by written notice, to the other, identify additional representatives authorized to represent that Party for all purposes other than executing formal amendments to this MOU. Each Party shall notify the other, in writing, of changes in its authorized representatives.

3.7 Amendment and Modification: This MOU may be amended or modified by written agreement of the Parties. Elements of Annex A may be changed by written agreement of the Parties without formal amendment of this MOU.

3.8 Suspension and Termination: Either Party may terminate or suspend this memorandum by giving 60 (sixty) days written notice. Termination of this MOU will terminate all responsibilities of the Parties on and after the date of termination,

provided, however, that the terms and conditions of this MOU shall remain in full force and effect until August 31, 2011 unless otherwise agreed to in writing by both parties.

3.9 Language: This MOU is prepared in both English and Arabic and both languages are equally valid. In the event of ambiguity or conflict between the two versions, the English language version will control.

3.10 Effective Date: This MOU shall be effective on the date of signing by both Parties.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representative, have caused this MOU to be signed in their names below.

Timothy Alexander

Acting Mission Director to Lebanon
U.S. Agency for International
Development

Date: Oct 18 /2010

Adnan Daher

Secretary General
Parliament of the Republic
of Lebanon

Date: 18/10/210

Annex A

Technical Assistance Activities August 2010 - August 2011

Component 1: Technical Assistance to the Directorate of Studies and Information

- Activity #1: Introductory Training in Policy Analysis and Legislative Research
- Activity #2: Advanced Training in Policy Analysis and Legislative Research
- Activity #3: Advanced Training in Legislative Research Techniques and Methodology
- Activity #4: Soft Skills Training for Research Staff
- Activity #5: Basic Training for Research Staff in Budget and Fiscal Analysis
- Activity #6: Development of a Database of Local Experts (optional activity)
- Activity #7: Establishment of an Internship Program (optional activity)
- Activity #8: Global Legal Information Network Membership and Training
- Activity #9: Procurement of Library Management Software
- Activity #10: Procurement of Books and Periodicals for the Library
- Activity #11: Outreach Materials for the Directorate of Studies and Information
- Activity #12: Assist the Parliamentary Library in Organizing the Arab Parliamentary Libraries Chapter of the International Federation of Library Associations

Component 2: Technical Assistance to the Directorate of Committees and Sessions

- Activity #13: Committee Operations Needs Assessment (optional activity)
- Activity #14: Introductory Training in Policy Analysis and Legislative Research For Committee Secretaries (optional activity)
- Activity #15: Production of Public Policy Toolkit in Arabic (optional activity)
- Activity #16: Legislative Drafting Training for Committee Secretaries (optional activity)
- Activity #17: Production of a Bill Drafting Manual in Arabic (optional activity)
- Activity #18: Soft Skills Training for Committee Secretaries (optional activity)
- Activity #19: Outreach Materials for the Directorate of Committees and Sessions (optional)

Component 3: Technical Assistance towards Establishment of the Center for Parliamentary Training and Legislative Studies within the Lebanese Parliament

- Activity #20: Procurement of Initial Equipment for the Center
- Activity #21: Development of the Center's Parliamentary Reference Materials
- Activity #22: Parliamentary Studies and Briefs Developed for the Center through PSLP's collaboration with the Local Partners
- Activity #23: Outreach and Communication Materials for the Center Developed
- Activity #24: Assist the Center and the Library in Organizing the First Biannual Meeting Of the Arab Parliamentary Libraries Chapter of the International Foundation Of Library Associations (IFLA)
- Activity #25: Training for Select Parliamentary Staff on Pedagogy and Training Techniques.