UNOPS

PROJECT ARRANGEMENT

BETWEEN

THE DIRECTORATE GENERAL FOR ITALIAN CITIZENS ABROAD AND MIGRATION POLICIES OF THE ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

AND

THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

CONCERNING

Support to Tunisia's border control and management of migration flows

This Project Arrangement dated as of 09 DECEMBER 2020 (the "Effective Date") is entered into between the United Nations Office for Project Services (hereinafter referred to as "UNOPS"), and the Directorate General for Italian citizens abroad and migration policies of the Italian Ministry of Foreign Affairs and International Cooperation (hereinafter referred to as "Funding Source"), collectively with UNOPS the "Parties", or individually a "Party".

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, UNOPS is committed to providing advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement;

WHEREAS, the Funding Source requests the assistance of UNOPS in carrying out the Activities as listed in Annex III;

AND WHEREAS, UNOPS agrees to provide such assistance;

NOW THEREFORE, the Parties hereto enter into this Arrangement under the following terms and conditions.

1. The total amount of the Funds shall be EUR 8.000.000,00 (eight million Euros) as set out in Annex IV. In accordance with Article 2.4 of Annex II, all financial commitments and expenditure incurred by UNOPS with respect to the Project shall be expressed in US Dollars at the United Nations operational rate of exchange applicable on the date of each transaction.

2. The Term of this Arrangement shall commence on the Effective Date and shall continue for a period of 33 months ending on 08 SEPTEMBER 2023 (the "End Date") unless terminated earlier in accordance with Article 2.23 of Annex II.

3. Expenditures will be eligible if made during the implementation period of the Project between the Effective Date and the End Date.

4. The Project, entitled "Support to Tunisia's border control and management of migration flows", shall involve procurement of equipment, supplies and maintenance contracts of six vessels of its fast patrol fleet to support the Tunisian Authorities.

5. The Arrangement shall include the following Annexes, which form an integral part hereof and which shall take precedence over one another in case of conflict in the following order:

a) Annex I: Special Conditions;
b) Annex II: General Conditions;
c) Annex III: Description of Activities;
d) Annex IV: Budget;
e) Annex V: Template Acceptance Document;
f) Annex VI: Host Country Arrangements; and
g) Annex VII: Site Details.

In the event that the terms contained in the Annex(es) are incompatible with those contained in this Arrangement, then the latter shall govern and prevail.

6. Any notice to the Funding Source shall be addressed to:

Ministry of Foreign Affairs and International Cooperation
Directorate General for Italian citizens abroad and migration policies
Attn: Mr. Luigi Maria Vignali, Director-General
Email: dgit-05@esteri.it
Piazzale della Farnesina 1
00135 Rome
Italy
Telephone: +39 06 3691 2814

Any notice to UNOPS will be addressed to:

UNOPS-AFR Sénégal MCO
Attn: Mrs. Stina Elisabet Woess LJUNGDELL
Director
E-mail: stinaw@unops.org
Complexe SICAP Point E, Bâtiment C, 5ème étage, Dakar
SÉNÉGAL
Téléphone : +221 33 869 38 38

7. In accordance with Article 2.3 of Annex II, the Funding Source shall arrange for the transfer of the Funds to be made to the UNOPS Euro Account:

Bank Name: Bank of America
Address: 2 King Edward Street, London, EC1A 1HQ, UK
Beneficiary name: UNOPS
Account #: 62722072
Currency: EUR (euro)
IBAN: GB67BOFA16505062722072
SWIFT code: BOFAGB22
Branch code: 6008
Reference: 'Engagement number 22749 '

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8. This Arrangement is entered into in accordance with the following instruments:

(a) The 1946 Convention on the Privileges and Immunities of the United Nations.

IN WITNESS WHEREOF, the representatives of both Parties have signed this Arrangement.

On behalf of the Funding Source:	On behalf of UNOPS:
(Signed)	(Signed)
Luigi Maria Vignali Director-General Directorate General for Italian citizens abroad and migration policies Italian Ministry of Foreign Affairs and International Cooperation	Stina Elisabet Woess LJUNGDELL Director UNOPS-AFR Sénégal MCO
Date: 9/12/2020	Date: 9 décembre 2020

ANNEX I – SPECIAL CONDITIONS

1 – INTRODUCTION

The provisions contained in this Annex I shall amend or otherwise complement the General Conditions in Annex II as indicated herein.

2 – IMPLEMENTATION OF SUPPLY CHAIN ACTIVITIES

SECTION 4 – SUPPLY CHAIN PROVISIONS of Annex II shall be deleted and replaced with the following provisions:

A. Procurement of maintenance contracts for patrol boats

UNOPS will undertake the procurement of maintenance contracts of six (6) fast patrol boats. The total value of the maintenance contracts to be procured shall not exceed USD 4,632,000 equivalent to EUR 3,941,832 as indicated in the project budget / Annex IV of this Arrangement.

The needs of the maintenance contracts have been provided by the Funding Source (detailed in the attached project description); however, they may be further developed in terms of items, quantities and technical specifications and agreed upon between UNOPS and the Funding Source prior to launching the procurement process, during the "Definition of Needs" phase.

B. Procurement of diverse equipment and supplies

UNOPS will undertake all tasks related to procurement, shipping and delivery of the equipment and supplies (goods) to the final destination specified by the Tunisian Ministry of Interior (beneficiary) in accordance with UNOPS's rules and regulations. The costs associated (including insurance, and clearance) with UNOPS undertaking this task will be included in the Budget.

UNOPS will undertake to procure insurance of the goods in transit. The costs associated with UNOPS undertaking this task will be included in the Budget.

The total value of goods to be purchased shall not exceed USD 2,888,682.1 equivalent to EUR 2,458,268.46 as indicated in the project budget / Annex IV of this Arrangement.

The equipment and supplies (goods) needs were not provided by the Tunisian Authorities (beneficiary) and will be developed during the "Definition of Needs" phase as detailed in the project document. Any goods to be procured under this Arrangement must be approved by UNOPS and found to be acceptable under UNOPS regulatory framework. The list of items will be reviewed and cleared by UNOPS Procurement Authorities through standard UNOPS procurement procedures at the initiation of solicitation processes.

UNOPS shall not proceed with the procurement process before receiving the final detailed bill of quantities and technical specification, agreed upon between UNOPS and the Funding Source.

The initiation of each phase of the project as per the schedule of activities included in the project proposal will be subject to the previous authorization by the Funding Source.

If the Funding Source decides not to authorize the procurement of any specific lot and does not want to terminate the Arrangement, it will be able to use the unspent balance towards a different project that will be selected or drafted by UNOPS and the Funding Source together. The present Arrangement will be amended accordingly to reflect this reprogramming of funds.

Where the Activities require that the Funding Source (and/or the Embassy of Italy in Tunisia) and/or Tunisian authorities / beneficiaries / end users obtain or assist with obtaining permits, licenses and other official approvals or that the Funding Source (and/or the Embassy of Italy in Tunisia) and/or Tunisian authorities / beneficiaries / end users furnishes powers of attorney or other authorizations to UNOPS, the Funding Source (and/or the Embassy of Italy in Tunisia) and/or Tunisian authorities / beneficiaries/end users will cooperate in a timely and expeditious manner.

UNOPS, through contractors and/or its suppliers are responsible for clearing the goods at customs. This notwithstanding the Funding Source (and/or the Embassy of Italy in Tunisia) and/or Tunisian authorities / beneficiaries / end users may facilitate the process of customs clearance upon request from UNOPS, expenses for which will be covered in the Budget in Annex IV.

UNOPS may request the support of the Funding Source (and/or the Embassy of Italy in Tunisia) and/or Tunisian authorities / beneficiaries / end users to ensure safe delivery of the goods to their final destination.

UNOPS or, where applicable, the supplier(s) will inform the Funding Source of any potential or actual delivery delay, including its likely duration and its cause(s), as soon as UNOPS or, where applicable, the supplier(s) obtain information on such delay. UNOPS will make good faith efforts to ensure that any actual delivery delays are minimised.

Upon arrival of the Supplies at the Place of Delivery, UNOPS will promptly prepare a Receipt and Inspection Report to be signed by the beneficiary (Ministry of Interior / the relevant authority) who received these Supplies and will retain it in a file relating to this Arrangement. A template for this report is set out in Annex V of such document available to the Funding Source upon request.

Upon delivery and signature of the acceptance document set in Annex V, the beneficiary (Ministry of Interior) will have sole liability for the Supplies.

Without limitation to Article 2.21 of Annex II, UNOPS does not assume liability with regard to any claims arising out of or, relating to or, connected with this Arrangement, including but not limited to those arising out of or, relating to any defect in the use of the Supplies or the provision of Activities, or otherwise, unless caused by UNOPS' failure to carry out the Activities with reasonable diligence. UNOPS' total liability in any event will not exceed the value of the Funds attributable to UNOPS under this Arrangement.

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3 – INTEREST

Any interest accrued on the cash balances of Funds received by UNOPS under this Arrangement shall be credited to the Project account to be used for project activities.

4 – Interpretive divergences

Article 2.26 of Annex II shall be deleted and replaced in its entirety with the following:

Any divergence or claim arising out of or in relation to this Arrangement, or the breach, termination or invalidity thereof, shall be settled amicably by direct negotiation between the Parties.

5 - Timelines are indicative only

Notwithstanding anything to the contrary in this Arrangement, all references to timelines are indicative and UNOPS shall not bear any liability for delays occasioned by factors beyond its control.

6 – Memorandum of Understanding between UNOPS and Government of the Italian Republic shall not apply

The Memorandum of Understanding between UNOPS and the Government of the Italian Republic (the Italian Agency for Development Cooperation or "AICS") entered into on 5 April 2018, and any amendments made thereto, shall not apply to this Project Arrangement.

7 – UNOPS Rules and Regulations shall apply to all Project Activities

In accordance with Article 2.1(2) of Annex II, the Parties acknowledge and confirm that all Project Activities, including all procurement activities, for which UNOPS is liable, shall be governed solely by the legislative framework, rules, regulations and procedures of UNOPS.

8 – No Pre-Selection

Pre-selection shall not be permissible under this Project Arrangement and therefore, Article 2.20 of Annex II shall not apply.

9 – Confidentiality, Disclosure and Transparency

Subclause 1 of Article 2.18 of Annex II shall be deleted and replaced in its entirety with the following:
It is understood and agreed that each Party shall comply with its own disclosure and transparency requirements with regards to all external and internal information with respect to this Arrangement, except for information explicitly categorized by either Party as confidential and without limitation to Article 2.9.1 of Annex II. As such, all information in UNOPS's possession is subject to the disclosure and transparency requirements of UNOPS in accordance with its organisational directives and administrative instructions, as well as the IATI Standard and in the discretion of UNOPS, said documents may be marked as "Confidential" pursuant to its regulatory framework.

Subclause 3 of Article 2.18 of Annex II shall be deleted and replaced in its entirety with the following:

In accordance with subclause 1 of Article 2.18 of Annex II, the documents provided or generated in connection with this Arrangement shall be held in the strictest confidence and shall not be disclosed to any person outside its organization. The receiving Party of said information shall use an appropriate degree of care to prevent its disclosure. Such information shall only be made available to the public after both Parties have granted their written

consent and have been given the opportunity to review the request for disclosure, including the content, form and timing of the disclosure to be made prior to such disclosure.

10 - Reporting Timeline

Article 2.7 of Annex II, Reporting, shall be deleted and replaced with the following schedule:

Reporting Framework	Content	Schedule
Interim Narrative Reports	Description of the implementation of project activities and results obtained	Every 6 months (within 30 days from end of 6 months period)
Final Narrative Report	Description of the implementation of project activities and results obtained	Within 30 days of the end of implementation date
Final Financial Report	Project Expenditure Report	Within six months of the end date of implementation

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ANNEX II – GENERAL CONDITIONS

SECTION 1 – DEFINITIONS

Activities – means the activities set out in Annex III.

Advisory Activities – means the activities set out in Annex III and Section 6 of Annex II.

Affected Party – means the Party affected by a Force Majeure.

Arrangement – means this Project Arrangement dated and effective as per the Terms of the Arrangement.

Business Day – means any day of the year other than recognized weekends or holidays in the relevant office location.

Contractor – means an individual or entity hired by UNOPS to provide materials or labour or to carry out works.

Defects Notification Period – means the period following the issuance of the Taking Over Certificate for which UNOPS may notify the Contractor of defects in the Project and the Contractor is liable to repair the defects.

Effective Date – means the date of signature by all Parties.

Environmental Management System – means the system that manages UNOPS' environmental and sustainability performance with respect to infrastructure activities.

Financial Regulations and Rules – means Organizational Directive 3 UNOPS Financial Regulations and Rules.

Funding Source – means the party as defined in the Terms of the Arrangement.

Final Completion Certificate – means the certificate issued by UNOPS to a Contractor on the completion of the performance of the Contractor's duties following the conclusion of the Defects Notification Period.

Force Majeure – means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of either Party.

Funds – means the amount of money provided by the Funding Source to implement the Activities, as defined in Clause 1 of the Arrangement.

IATI – means the International Aid Transparency Initiative.

Implementation Activities – means the Activities set out in Annex III and Section 7 of Annex II.

Payment Request – means the document requesting payment of the full amount set out in the Pro Forma Invoice in accordance with the template in Annex VI.

Place of Delivery – means the delivery location, specified in a duly submitted Pro Forma Invoice following consultation between UNOPS and the Funding Source, to which the Supplies will be delivered.

Pro Forma Invoice – means the document included in Annex III provided by UNOPS to the Funding Source in response to a Procurement Request and issued in accordance with the relevant Incoterms as indicated on the document.

Procurement Request – means the document requesting UNOPS undertake the procurement and delivery of Supplies under this Arrangement.

Project – means the title and description provided in Clause 4 of the Arrangement.

Supplies – means the supplies listed in Annex III.

Site – means the location or locations where the Project is being executed.

Taking Over Certificate – means the certificate issued by UNOPS to a Contractor on the substantial completion of the Contractor's duties and upon UNOPS being satisfied that any omissions or defects with respect to the relevant works do not prevent the premises from being utilised by the end user.

Term – means the effective period of this Arrangement commencing and ending on the dates stipulated in the Terms of the Arrangement.

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SECTION 2 – CONDITIONS

2.1 – ACTIVITIES

1. This Arrangement sets out the terms and conditions under which UNOPS shall carry out Activities for/under the Project, with the scope of such Activities being further defined in Annex III.

2. UNOPS shall carry out the Activities for which it is liable under this Arrangement in accordance with the relevant organizational directives and administrative instructions including UNOPS Financial Regulations and Rules.

2.2 – TOTAL COST OF ACTIVITIES

1. UNOPS' direct and indirect costs will be recovered in accordance with the Budget as set out in Annex IV.

2.3 – TRANSFER OF FUNDS

1. Unless otherwise stated in the Special Conditions, the Funding Source shall transfer, promptly after the Effective Date of this Arrangement, the total amount of the Funds to UNOPS in accordance with Clause 7 of the Arrangement.

2.4 – CURRENCY

1. All financial accounts and statements shall be expressed in USD. Any net exchange gains and net exchange losses will be treated as either income or expenditure and accordingly will be added to or deducted from the Funds available for the Project.

2.5 – INTEREST

1. Unless otherwise stated in the Special Conditions, any interest accrued on the cash balances of Funds received by UNOPS under this Arrangement shall be credited to UNOPS and not to the Project account.

2.6 – SUFFICIENT FUNDS

1. UNOPS shall not be required to commence or continue, as the case may be, the provision of the Activities until the payment referred to in Article 2.3 of Annex II has been received and shall not enter into obligations in excess of the Funds received. Except as otherwise agreed upon in writing between the Parties, UNOPS shall not be liable for costs required for the implementation of the Activities, other than those specific in Annex IV.

2. If unforeseen increases in expenditures or commitments are expected or realized, UNOPS shall submit to the Funding Source on a timely basis a supplementary estimate for additional required financing. The Funding Source will endeavour to obtain the additional Funds required. If the additional financing required is not forthcoming from the Funding Source, the Activities under this Arrangement may be reduced, suspended or terminated by UNOPS.

2.7 – REPORTING

1. UNOPS shall provide the Funding Souree with the following reports/statements prepared in USD and in accordance with UNOPS' standard requirement and formats.

   (a) Quarterly progress reports and interim financial statements;

   (b) An annual certified financial statement as of 31 December every year to be submitted no later than 31 July of the following calendar year;

   (c) A final certified financial statement is to be submitted no later than 31 July of the year following the financial closing of the Project;

   (d) A final narrative report shall be due within three months of the end date of the Activities.

2.8 – ASSETS AND INTELLECTUAL PROPERTY RIGHTS

1. Ownership of equipment, supplies and other tangible assets purchased from the Funds will vest in UNOPS unless otherwise agreed, or until such time as UNOPS transfers such property to a third party for the benefit of the Project.

2. UNOPS shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this Arrangement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Arrangement.

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2.9 – AUDIT

1. It is understood and agreed that all contributions to UNOPS, including the Funds made available by the Funding Source under this Arrangement, are subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations and Rules and further regulated by the Executive Board of UNDP/UNFPA/UNOPS. Disclosure of audit reports is regulated by the audit disclosure policies applicable to UNOPS.

2. Should the Funding Source wish to request, on an exceptional basis, a Project-specific audit to be conducted by UNOPS, the Funding Source and UNOPS shall first consult as to whether such an audit is necessary. Following agreement of the Parties, the costs of any such audit shall be paid by the Funding Source

2.10 – INSTRUCTIONS FOR USE OF FUNDS

1. Commitments with respect to the Funds may only be entered into by persons named in this Arrangement or an individual with delegated authority to do so.

2.11 – CONFLICT OF INTEREST

1. The Funding Source shall disclose to UNOPS, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

2.12 – ANTI CORRUPTION

1. In accordance with the United Nations Staff Regulations and Rules, UNOPS requires its personnel not to accept any honour, decoration, gift or remuneration from any third parties, if such acceptance is incompatible with their status as international civil servants. Similarly, UNOPS requires that its personnel will not at any time and in any way use information known to them by reason of their official position, to their private advantage and that they will not accept, hold or engage in any office or occupation which is incompatible with the proper discharge of their duties with UNOPS.

2. Where appropriate UNOPS shall promptly terminate arrangements with grantees, implementing partners, recipients, partners, contractors or agents involved in irregularities, fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by UNOPS and financed under this Arrangement, and shall take all reasonable measures to recover funds unduly paid. UNOPS will credit any funds so recovered to the Project account in accordance with its organizational directives and administrative instructions. Any costs incurred by UNOPS in connection with the recovery of such misused funds shall be chargeable to the Project account.

3. UNOPS shall immediately inform the Funding Source of any illegal or corrupt practice in any activity financed under this Arrangement, whether or not under UNOPS' responsibility, to the extent such notification does not jeopardize the conduct of UNOPS' investigation.

2.13 – COUNTER TERRORISM

1. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Parties are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Funding Source to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. To those ends, UNOPS is committed to taking appropriate steps to ensure that funding provided by the Funding Source to support the Project is not used to provide assistance to, or otherwise support, terrorists or terrorist organizations, and will inform Funding Source in accordance with its organizational directives and administrative instructions.

2.14 – CHILD PROTECTION

1. UNOPS will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. UNOPS will undertake to protect children from abuse of all kinds in the implementation of Activities.

2.15 – BRANDING

1. The Funding Source's support will receive substantial recognition in publications, media, speeches and other announcements in accordance with UNOPS' organizational directives and administrative instructions.

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2.16 – THIRD PARTY ARRANGEMENTS

1. Where appropriate UNOPS shall promptly terminate agreements with partners, contractors or agents, involved in irregularities, fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by UNOPS and financed under this Arrangement, and take all reasonable measures to recover Funds unduly paid.

2.17 – COOPERATION

1. The Funding Source shall at all times provide UNOPS in a timely manner with any and all information that may affect the provision of Funds and performance of the Activities, inform UNOPS of any developments relating to the Activities, and do all things necessary to enable UNOPS to carry out the Activities as set out in this Arrangement.

2.18 – CONFIDENTIALITY, DISCLOSURE AND TRANSPARENCY

1. It is understood and agreed that all external and internal information with respect to this Arrangement, except for information explicitly categorized by either Party as confidential and without limitation to Article 2.9.1 of Annex II, is subject exclusively to the disclosure and transparency requirements of UNOPS in accordance with its organisational directives and administrative instructions, as well as the IATI Standard.

2. UNOPS shall keep the Funding Source informed of any changes, deviations or occurrences that may substantially influence the implementation of this Arrangement

3. The Parties agree that the documents provided or generated in connection with this Arrangement shall only be made available to the public after both Parties have granted their written consent to such disclosure.

2.19 – GRANTS MANAGEMENT

1. In the event that the Funding Source and UNOPS agree to incorporate grant support as a funding modality under this Arrangement, this shall be undertaken in accordance with the relevant UNOPS organizational directives and administrative instructions.

2.20 – PRE-SELECTION

1. In the event the Funding Source seeks to undertake pre-selection of contractor(s), the Funding Source shall provide UNOPS with the name(s) of the contractor(s). The following provisions in this Article 2.20 shall also apply.

2. In undertaking any pre-selection of contractors, it is understood and agreed that the Funding Source has followed its own internal procurement procedures for the selection of the contractor(s).

3. Where UNOPS shall provide its normal oversight and supervision of the contractor(s), the Funding Source takes full responsibility for the selection and understands that any subsequent issues regarding the inability of the contractor(s) to deliver, or the contractor(s) not meeting the international standards of conduct, are the responsibility of the Funding Source.

4. The Funding Source authorizes UNOPS to contract the contractor(s) with the Funds, without carrying out the normal UNOPS procurement procedures.

2.21 – INDEMNITY AND LIMITATION OF LIABILITY

1. The Parties acknowledge and agree that it is not the purpose of this Arrangement to create a partnership, joint venture or similar arrangement whereby the Parties could be held jointly liable vis-a-vis third parties or for any other purposes. Nothing herein shall constitute a commitment by UNOPS to provide financing to the Funding Source in respect of the Project or otherwise.

2. In case of claims of any nature, including misuse of Funds, or loss of or damage to equipment and/or Supplies, UNOPS shall, if appropriate contest or pursue settlement of such claims. UNOPS shall credit Funds successfully recovered to the Project account. UNOPS' liability shall be limited to the proceeds recovered.

3. The government of the country in which Activities are being undertaken shall bear the risks of operations and holds harmless UNOPS in respect of claims or liabilities arising under the Project.

2.22 – DISCLAIMER OF WARRANTIES

1. UNOPS will pass on to the Funding Source any warranty offered by the relevant manufacturer, contractor and/or supplier, as applicable. Where no warranty is available, UNOPS expressly disclaims all other warranties, express or implied, including

warranties of title or infringement, and any implied warranties of merchantability of fitness for a particular purpose. The Funding Source is accepting the deliverables under the Project with full assumption of the risks associated with this disclaimer, and the purchase price has been negotiated to reflect this assumption of risk.

2.23 – EXPIRATION AND TERMINATION

1. UNOPS will notify the Funding Source when all Activities have been completed.

2. This Arrangement may be terminated by either Party at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Parties will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

3. UNOPS will continue to hold any part of the Funds that are unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been brought to an orderly conclusion.

2.24 – REFUND OF UNSPENT BALANCES

1. Upon termination of this Arrangement and following the submission of the final financial report, any unspent balance of the Funds (where the unspent funds exceed US$2,500) will be returned to the Funding Source, unless otherwise agreed in writing by the Parties.

2.25 – FORCE MAJEURE

1. Where the Affected Party is rendered unable, wholly or in part, to perform its obligations under this Arrangement due to Force Majeure, it must give notice in writing to the unaffected Party as soon as possible after the Affected Party becomes aware of the Force Majeure.

2. Subject to acceptance by the unaffected Party of the existence of such a Force Majeure, the carrying out of the Activities, or part of the Activities, may be suspended by the Affected Party or, where the circumstances of the Force Majeure Event otherwise frustrate the purpose of this Arrangement, either in time or purpose, then either Party may terminate this Arrangement by giving fourteen (14) days written notice to the other Party.

3. Nothing in this Article 2.25 affects the operation of Articles 2.23.3, 2.24 and 2.27.

2.26 – DISPUTE RESOLUTION

1. Where the Funding Source is a government entity, any dispute between UNOPS and the Funding Source arising out of or relating to the Arrangement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 (thirty) days of the request for arbitration either Party has not appointed an arbitrator or if within 15 (fifteen) days of the appointment of 2 (two) arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

2. Where the Funding Source is a non-governmental organisation or private entity, any controversy or claim arising out of, or in accordance with, this Arrangement or any breach thereof shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the Parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

2.27 – SURVIVAL OF RIGHTS, OBLIGATIONS AND PROVISIONS

1. The termination of this Arrangement shall not affect any rights or obligations that may have accrued prior to such termination or any other right or obligation which the terminating Party may have arising out of either the termination or the event giving rise to the termination.

2. All provisions of this Arrangement, which are by their nature intended to survive the expiration

or termination of this Arrangement shall survive such expiration and termination.

2.28 – ASSIGNMENT

1. Neither Party may assign this Arrangement or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of the other Party, which consent may not be unreasonably withheld.

2.29 – WAIVER

1. No waiver of any provision of this Arrangement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Arrangement shall not constitute or be deemed a waiver of that Party's right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

2.30 – PRIVILEGES AND IMMUNITIES

1. Nothing in or relating to any provision in this Arrangement shall be deemed a waiver, express or implied, of the privileges and immunities enjoyed by the United Nations and/or UNOPS.

2.31 – AMENDMENT

1. Any amendment of this Arrangement or of its Annexes shall be effected by mutual agreement of the Parties in writing.

2.32 – NOTICE

1. Any notice to be given to either Party with respect to this Arrangement shall be effectively given if delivered in person or sent by facsimile transmission or by electronic mail to the address given in Clause 6 of the Arrangement. The address of either Party may be changed by notice in the manner set out in this subparagraph.

2. Any notice given or made in accordance with the above shall be deemed to have been given or made and to have been received:

   (a) On the Business Day following delivery, if delivered in person;

   (b) On the day of sending if sent by facsimile transmission or by electronic mail during normal business hours of the addressee on a Business Day and, if not, then on the first Business Day after the sending thereof.

SECTION 3 – INFRASTRUCTURE PROVISIONS

3.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any infrastructure activities, the provisions of this Section 3 of Annex II shall also apply.

3.2 – ACCESS TO SITE

1. The Funding Source must provide UNOPS or any third party nominated by UNOPS with possession of and access to the Site, or provide UNOPS or any third party nominated by UNOPS with all possible assistance in obtaining possession of and access to the Site. The Funding Source shall ensure that UNOPS and/or any third party nominated by UNOPS enjoy peaceful possession of the site during the term of the Arrangement.

3.3 – PERMITS, LICENCES OR APPROVALS

1. The Funding Source must provide UNOPS or any third party nominated by UNOPS with reasonable assistance in the application for all relevant permits, licences and authorisations necessary for UNOPS to carry out the Activities under the Arrangement.

3.4 – VARYING SCOPE OF ACTIVITIES

1. The Funding Source may request UNOPS vary the scope of Activities.

2. On the Funding Source making such a request, either they must provide UNOPS with an estimate of any associated increase or decrease in Funds or, if so requested by the Funding Source, UNOPS shall provide the Funding Source with an estimate of any associated increase or decrease in Funds. Upon the Funding Source providing its agreement to this estimated increase or decrease in funds, the Funding Source must:

   (a) Provide UNOPS with the required additional Funds; or

   (b) Provide UNOPS with instructions as to how existing Funds should be reallocated.

3. The Parties shall also agree on any necessary revisions to Annex III and/or to the time required for completion of the Activities caused by the request to vary the scope of Activities, and shall amend this Arrangement as necessary, including but not limited to the Term.

4. UNOPS shall not unreasonably withhold their consent to vary the scope of Activities, subject to the availability of Funds.

3.5 – TAKING OVER AND FINAL COMPLETION

1. Upon UNOPS issuing the Taking Over Certificate to the Contractor, the Funding Source shall take immediate possession of the premises, as further described in Annex IV. UNOPS will notify the Funding Source prior to the issuance of the Taking Over Certificate.

2. On UNOPS issuing the Final Completion Certificate to the Contractor, the Funding Source will have sole liability for the premises, as further described in Annex III. UNOPS will notify the Funding Source of the issuance of the Final Completion Certificate.

3.6 – ENVIRONMENTAL MANAGEMENT

1. UNOPS shall, in its implementation of the Activities, act in accordance with the UNOPS Environmental Management System to ensure that all aspects of the Project are, to the extent possible, implemented in an environmentally responsible and sustainable manner.

3.7 – DESIGN

1. In the event that UNOPS is responsible for any or all of the design aspects of the Activities, as further detailed in Annex III, UNOPS shall, in consultation with the Funding Source, determine the appropriate design standards to be applied to the Activities, with reference to relevant national building code standards in the country of operation and UNOPS organisational directives and administrative instructions.

2. In the event that UNOPS is not responsible for the design aspects of the Activities, UNOPS shall not be held liable for any claims of any nature relating to the design of the Activities.

3. UNOPS shall undertake a design review process of the initial design and any subsequent variations to this as required pursuant to Article 3.4 of Annex II. The extent of this process shall be determined by UNOPS and shall be conducted in accordance with relevant UNOPS organisational directives and administrative instructions.

SECTION 4 – SUPPLY CHAIN PROVISIONS

4.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any supply chain activities, the provisions of this Section 4 of Annex II shall also apply.

4.2 – IMPLEMENTATION OF THE ACTIVITIES

1. All supply chain processes carried out by UNOPS will be conducted as follows:

   (a) Any requirements will be set out in a Procurement Request, which will include a description of the scope of the Activities and the completion date;

   (b) The Funds charged for the Activities will be reflected in the Pro Forma Invoice provided in response to such Procurement Request and will be calculated based on the nature of the Activities, and the personnel requirements (including personnel time and any additional expertise that may need to be secured) for providing the Activities;

   (c) The relevant Payment Request will include amounts in connection with the Activities and payment will be made in accordance with Article 2.3 of Annex II;

   (d) Where the Activities require that the Funding Source obtains or assists with obtaining permits, licenses and other official approvals or that the Funding Source furnishes powers of attorney or other authorizations to UNOPS, the Funding Source will cooperate in a timely and expeditious manner; AND

   (e) The Funding Source is solely responsible for clearing the Supplies at customs. This notwithstanding UNOPS may facilitate the process of customs clearance upon request from the Funding Source, expenses for

which will be covered in the Budget in Annex IV.

4.3 – PROCUREMENT OF SUPPLIES

1. In order to keep costs within the amount of the Funds, the Funding Source authorizes UNOPS to adjust the total quantity of the Supplies in order to offset:

   (a) Any increase in the price of the Supplies as set out in the Pro Forma Invoice resulting from price changes by the supplier(s) or service provider(s), or from currency exchange fluctuations or other incidental costs related to the Supplies financed under this Arrangement, and

   (b) Any increase in the amount owed for the delivery of the Supplies.

2. The Parties recognize that cost overruns may nevertheless occur and that this provision shall therefore be without prejudice to the Funding Source's principal obligation to bear the costs of the any transaction in accordance with the terms of this Arrangement.

3. UNOPS acts as procurement agent for the Funding Source and therefore UNOPS does not accept risk over the Supplies. Risk over the Supplies passes from the supplier to Funding Source.

4.4 – CONSIGNEE

1. Each Pro Forma Invoice will specify the consignee of the Supplies, following agreement between UNOPS and the Funding Source.

2. Upon shipment of the Supplies, UNOPS or, where applicable, the supplier will send copies of the relevant shipping documents as determined by UNOPS or, where applicable, the supplier in consultation with the Funding Source, to the specified consignee. UNOPS or, where applicable, the supplier will make reasonable efforts to provide these documents as soon as possible after receiving the documents; provided, however, that in the case of Supplies shipped via air, UNOPS or, where applicable, the supplier will make reasonable efforts to provide these documents reasonably in advance of arrival. The relevant shipping documents will normally include the following:

   (a) Copies of suppliers' invoices, which include Supplies' description, quantity, unit price, and total amount;

   (b) Copies of the bill of lading, or copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document; and

   (c) Copies of the packing list identifying the contents of each package.

4.5 – PLACE AND TIME OF DELIVERY

1. UNOPS will arrange for the Supplies referred to in each Pro Forma Invoice to be shipped to the Place of Delivery or as otherwise specified in the Pro Forma Invoice, using the UNOPS forwarding arrangements.

2. As soon as possible, UNOPS or, where applicable, the supplier will inform the Funding Source of the estimated time of arrival of the Supplies at the Place of Delivery.

3. UNOPS or, where applicable, the supplier will inform the Funding Source of any potential or actual delivery delay, including its likely duration and its cause(s), as soon as UNOPS or, where applicable, the supplier obtains information on such delay. UNOPS will make good faith efforts to ensure that any actual delivery delays are minimised.

4.6 – ACCEPTANCE DOCUMENT

1. Upon arrival of the Supplies at the Place of Delivery, the Funding Source will promptly prepare an acceptance document and will retain it in a file relating to this Arrangement. A template for this acceptance document is set out in Annex V of such document available to UNOPS upon request.

4.7 – INSURANCE

1. Unless otherwise stated in the Special Conditions, the Funding Source shall be liable for the insurance of the Supplies in transit. The Funding Source shall, prior to the date that UNOPS enters into a binding contract for the Supplies with the supplier, provide proof satisfactory to UNOPS that the Supplies will be adequately insured while in transit, or otherwise notify UNOPS of its non-liability for the Supplies in transit, and confirm the Funding Source's acceptance of responsibility for any loss or damage of the Supplies whilst in transit.

4.8 – COMPLETION OF ACTIVITIES

1. Upon completion of the Activities, the Funding Source will have sole liability for the Supplies.

4.9 – SUPPLY CHAIN LIABILITY

1. Without limitation to Article 2.21 of Annex II, UNOPS does not assume liability with regard to any claims arising out of or, relating to or, connected with this Arrangement, including but not limited to those arising out of or, relating to any defect in the use of the Supplies or the provision of Activities, or otherwise, unless caused by UNOPS' failure to carry out the Activities with reasonable diligence. UNOPS' total liability in any event will not exceed the value of the Funds attributable to UNOPS under this Arrangement.

SECTION 5 –PERSONNEL PROVISIONS

5.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any activities relating to personnel, the provisions of this Section 5 of Annex II shall also apply.

5.2 – RESPONSIBILITIES OF THE PARTIES

1. The respective responsibilities of the Parties and activities to be undertaken by each Party with respect to personnel under this Arrangement shall be fully detailed in Annex III, including as indicated in the matrix of responsibilities to be included in Annex III.

SECTION 6 – ADVISORY SERVICES PROVISIONS

6.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any Advisory Activities, the provisions of this Section 6 of Annex II shall also apply.

6.2 – RESPONSIBILITIES OF THE PARTIES

1. The respective responsibilities of the Parties and activities to be undertaken by each Party with respect to the Advisory Activities shall be fully detailed in Annex III, including as indicated in the matrix of responsibilities to be included in Annex III.

2. UNOPS shall endeavour to perform the Advisory Activities in accordance with the tentative timetable included in Annex III.

6.3 – LIABILITY FOR ADVISORY ACTIVITIES

1. Without limitation to the immunities and privileges enjoyed by UNOPS and to Article 2.21 of Annex II, UNOPS shall not be liable to the Funding Source, or any of its donors or other third party for any loss, cost, damage or liability that the Funding Source shall incur as a result of the Advisory Activities, unless resulting from the gross negligence or wilful misconduct of UNOPS. Notwithstanding anything herein, UNOPS' liability, if any, to the Funding Source hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the value of the Funds under this Arrangement.

2. The Funding Source shall:

   a) Indemnify and hold UNOPS harmless from any losses, costs, damages or liability to which UNOPS may be subject, including without limitation as a result of any claim, suit or action brought by any third party, whether or not affiliated with either UNOPS or the Funding Source on whatever grounds, in connection with any acts or omissions undertaken following the provision of the Advisory Activities by UNOPS hereunder or the reliance by any person on anything done or not done by UNOPS; and

   b) Reimburse UNOPS for any expenses, including any legal expenses, reasonably incurred in connection therewith, except those resulting from the gross negligence or wilful misconduct of UNOPS personnel.

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SECTION 7 – IMPLEMENTATION PROVISIONS

7.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any Implementation Activities, the provisions of this Section 7 of Annex II shall also apply.

7.2 – RESPONSIBILITIES OF THE PARTIES

1. The respective responsibilities of the Parties and activities to be undertaken by each Party with respect to the Implementation Activities shall be fully detailed in Annex III, including as indicated in the matrix of responsibilities to be included in Annex III.

2. UNOPS shall endeavour to perform the Implementation Activities in accordance with the tentative timetable included in Annex III.

UNOPS

ANNEX III – DESCRIPTION OF ACTIVITIES

The role of UNOPS on this project is to:

- Request the availability of goods from suppliers;
- Lead the procurement process; including solicitation, evaluation and awards;
- Sign contracts;
- Manage logistics and deliveries;
- Manage contracts with suppliers.

Project activities include:

Provide maintenance services for six (06) fast patrol boats over a period of 2 years in support to the Tunisian Authorities, covering:

- Ordinary maintenance (predictive)
- Extraordinary maintenance (corrective)
- Spare parts for six vessels

Procure and supply diverse equipment needed by the Tunisian Authorities.

(As described in the project document)

ELEMENTS TO BE INCLUDED IN PROCUREMENT REQUESTS

The following elements should be included in a Procurement Request:

1) Technical description of goods;
2) Quantity of goods;
3) Freight ;
4) Place of delivery; and
5) Consignee.

ELEMENTS TO BE INCLUDED IN PRO FORMA INVOICES

The following elements will be included in a Pro Forma Invoice:

1) Technical description of goods;
2) Quantity of goods;
3) Freight;
4) Place of delivery; and
5) Consignee.

TIMELINE with Reporting dates

The total duration of the project will be 33 months, as indicated in the project document.

Reporting Framework	Content	Schedule
Interim Narrative Reports	Description of the implementation of project activities and results obtained	Every 6 months (within 30 days from end of 6 months period)
Final Narrative Report	Description of the implementation of project activities and results obtained	Within 30 days of the end of implementation date
Final Financial Report	Project Expenditure Report	Within six months of the end date of implementation

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ROLES AND RESPONSIBILITIES MATRIX

Activity	UNOPS	MFA	MoI
Procurement of maintenance contracts	X		
Overall Project Funding		X	
Communication and liaison with the beneficiary (MoI)	X	X	X
Recruitment of project team and technical experts	X		
Needs assessment study		X	
Definition of bill of quantities and technical specifications		X	
Approval of technical specifications		X	
Solicitation, evaluation, award and signature of contracts with suppliers	X		
Logistics, delivery and asset handover	X		
Contracts management	X		
Receipt and acceptance of goods			X
Project closure and final report	X		

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ANNEX IV – BUDGET

Duration : 33 months

		Qty	Unit cost	Period	TOTAL (USD)	TOTAL (EUR)
Project Personnel	Project Manager (100% per month)	1	$11,000.00	33	$ 363,000.00	€308,913.03
	Technical Expert (100% per month)	1	$3,500.00	33	$ 115,500.00	€98,290.51
	Project Support Officer (100% per month)	1	$2,500.00	33	$ 82,500.00	€70,207.51
	Procurement Specialist (50% per month)	1	$5,500.00	33	$ 181,500.00	€154,456.52
	Logistician/Driver (100% per month)	1	$1,600.00	33	$ 52,800.00	€44,932.81
	Sub-Total 1				**$ 795,300.00**	**€676,800.38**
Operations and missions	Operational expenses (Lumpsum)	1	$178,400.00	1	$ 178,400.00	€151,818.42
	Travel (per month)	1	$1,500.00	33	$ 49,500.00	€42,124.50
	Visibility (Lumpsum)	1	$30,000.00	1	$ 30,000.00	€25,530.00
	Sub-Total 2				**$ 257,900.00**	**€219,472.92**
Procurement	Contracts for maintenance of 6 boats for 2 years (Lumpsum)	1	$193,000.00	24	$ 4,632,000.00	€3,941,832.44
	Procurement of equipment (Lumpsum)	1	$2,888,681.07	1	$ 2,888,681.07	€2,458,267.86
	Sub-Total 3				**$ 7,520,681.07**	**€6,400,100.31**
Other direct costs	UNOPS Direct Costs (Lumpsum)	1	$392,325.00	1	$ 392,325.00	€333,868.61
	Sub-Total 4				**$ 392,325.00**	**€333,868.61**
	Sub-Total 1+2+3+4				**$ 8,966,206.07**	**€7,630,242.22**
Indirect costs	Management fees **4.85%**				$ 434,497.93	€369,757.78
	Total				**$ 9,400,704**	**€8,000,000**

UNORE Exchange Rate as of 13 November 2020: 1 Eur = 0.851 USD

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ANNEX V – TEMPLATE ACCEPTANCE DOCUMENT

Receipt and Inspection Report (RIR) - Goods

UNOPS United Nations Office for Project Services [insert address, fax, tel and e-mail]	Purchase order No.	Date RIR issued
	Project No. and title	

[To be completed upon receipt of consignment(s) by the Consignee or Project Manager/CTA]

Vessel/airline	Bill of Lading/Airway Bill No.
Date of receipt	Date of control
Control done by (print full name and title)	Control done by (print full name and title)
Goods supplied by	Nature of goods

Item	Description	Qty.	Unit price	Remarks

	Packing list No.(s) _____ attached
1. Always attach to this RIR a copy of the packing list signed by the controller. You only need to provide itemized details (item, description, quantity and remarks) in the event of a short-landing or the receipt of damaged goods. Otherwise, in the case of "clean" receipts, simply write a brief statement such as "Spare parts as per attached packing list number .... dated ...." 2. Return the RIR to UNOPS, [XXX] Office within 15 days of receipt of the consignment. If required, remember to keep a copy of the RIR for your own file.	Signature Name Title

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ANNEX VI – HOST COUNTRY ARRANGEMENTS

Host Country Agreement between UNOPS and the Government of Tunisia, signed on 25 September 2006.

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ANNEX VII – SITE DETAILS

Not applicable