

AGREEMENT

BETWEEN

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

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

Whereas the Directorate General for Italian Citizens Abroad and Migration Policies of the Ministry of Foreign Affairs and International Cooperation (hereafter referred to as "Donor") hereby agrees to provide a contribution in support of the Food and Agriculture Organization of the United Nations (hereafter referred to as FAO) activities in Niger;

Whereas FAO is prepared to receive and administer the Contribution for the implementation of the Project, as defined in Article 1 of this Agreement;

Whereas the FAO Director-General may, under Financial Regulation 6.7, accept voluntary contributions and establish trust funds to cover them, provided that the purposes of such contributions are consistent with the policies, aims and activities of FAO;

Whereas it has been agreed between FAO and the Donor that FAO shall be responsible under the terms of this Agreement for the management of the funds contributed by the Donor to meet the costs of the Project;

Now therefore, the Donor and FAO, hereinafter jointly referred to as "the Parties" and individually also as "the Party", agree as follows:

**Article 1. Scope of the Agreement**

The Donor undertakes to contribute funds in the amount of EUR 750 000 [seven hundred and fifty thousand Euros] (hereinafter referred to as "the Contribution") to FAO for the implementation of project OSRO/NER/004/ITA entitled "Building resilience of the vulnerable people in the migration departing areas in Niger" (hereinafter referred to as "the Project"), as described in the Project document attached hereto [Annex 1].

**Article 2. Contribution and Financial Arrangements**

2.1 Within 90 (ninety) days from the signature of the present Agreement, the Donor will deposit the Contribution in one instalment in the following bank account:

Account Name:

Bank Name:

SWIFT/BIC:

IBAN Number:

Currency Type:

Reason for payment:

[REDACTED]

EUR

OSRO/NER/004/ITA for FAO activities in Niger

  
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- 2.2 The Donor shall inform FAO, by electronic means, when the Contribution is paid with remittance information to DDG-Bechdol@fao.org providing the following information: donor's name, FAO country office, Project symbol and title. This information shall also be included in the bank remittance advice when funds are remitted to FAO.
- 2.3 Upon receipt of funds, FAO shall acknowledge receipt to the Donor by electronic means to dgit-05@esteri.it, as confirmation that the remitted funds have been received by FAO.
- 2.4 The value of the payment, if made in a currency other than the United States dollar, will be recorded based on the equivalent amount in US Dollars at the United Nations operational rate of exchange (UNORE) on the date of receipt in FAO bank account.
- 2.5 The Contribution shall be used exclusively for the purposes indicated in the Project Document.
- 2.6 If unforeseen increases in expenditures or commitments are expected (whether owing to inflationary factors, or unforeseen contingencies), FAO shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavours to make available to FAO the additional funds required. If the payments referred to in Article 2.1 above are not received in accordance with the payment schedule, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by FAO.
- 2.7 Any interest earned on the cash balance of the Contribution will be used exclusively for the implementation of the project.

### **Article 3. Administrative and support services**

In accordance with the decisions, policies and procedures of FAO Governing Bodies reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to a provision for indirect costs (Project Support Costs – PSC) incurred by FAO to provide administrative and operational services relating to the project. This provision shall not exceed 7 percent of the total direct costs of the project budget.

### **Article 4. Reporting**

- 4.1 FAO shall provide to the Donor the following reports in accordance with FAO accounting and reporting procedures.
- (i) a narrative progress report of the Project every six months within one month from the end of the reporting period;
  - (ii) a final narrative report, prepared in accordance with FAO reporting procedures, outlining: implementation of activities; progress achieved towards the results; and key challenges/constraints faced, within three months after the completion of the Project.
  - (iii) a Final Certified Financial Statement (FCFS) of income and expenditure, prepared in FAO standard format, to be provided six months after the completion of the project.

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## **Article 5. Evaluation**

- 5.1 All FAO Programmes and Projects are evaluated in accordance with FAO Evaluation Policy. FAO in consultation with other stakeholders will define the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. The evaluation can be led and managed by FAO Office of Evaluation or carried out by external independent evaluators.
- 5.2 FAO will consult with the donor during the evaluations process and share with the donor the evaluation report which is a public document. The Donor has the right to send its representatives on field missions in the areas covered by the Project at the Donor's own costs. The Donor will provide FAO with thirty-day notice of any field missions in the areas covered by the Project.

## **Article 6. Equipment**

All material, equipment and supplies purchased by FAO will be used exclusively for the execution of the Project and shall be purchased, utilized and disposed of in accordance with FAO's rules and administrative practices. The ultimate destination of equipment procured under this Project will be decided by FAO in consultation with the Donor and the Government of the country where the Project is implemented, or benefitting from it.

## **Article 7. Audit**

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of FAO. Should the annual Audit Report of the External Auditors to FAO governing bodies contain observations relevant to the Contribution, such information shall be made available to the Donor.

## **Article 8. Use of Logos**

The Parties agree not to use in any press release, memo, report or other published disclosure related to this Agreement any of the other Parties' name, emblem and logo without prior written agreement by the Party concerned.

## **Article 9. Confidentiality**

Neither Party shall communicate to any other person or entity any confidential information shall made known to it by the other Party in the course of the implementation of this Agreement nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.

Each Party will keep the negotiations and the contents of this Agreement confidential, unless the other Party has given its prior written permission for disclosure.

## **Article 10. Intellectual property rights**

Intellectual Property Rights in materials developed under this Agreement, such as information, software and designs, will be vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof.

  
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## **Article 11. Force Majeure**

- 11.1 If at any time during the course of this Agreement it becomes impossible for the Parties to perform any of their obligations for reasons of Force Majeure, that Party shall promptly notify the other in writing of the existence of such Force Majeure. The Party giving notice is thereby relieved from such obligations as long as Force Majeure persists.
- 11.2 For the purpose of this Agreement, the term "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.

## **Article 12. Termination of the Agreement**

Either party may give the other notice of termination of this Agreement. Such termination shall enter into effect six months after notice has been received, subject to the settlement of any outstanding encumbrances. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities.

## **Article 13. Prevention of Corruption and Fraud**

- 13.1 Both the Donor and FAO are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and FAO Financial Rules and Regulations and procurement rules, FAO will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the Organization, as well as all individuals acting on behalf of FAO, observe the highest standard of ethics and integrity.
- 13.2 In accordance with FAO's regulations, rules and directives, any allegations of fraud and corruption in connection with the implementation of the Project are required to be reported to the Office of Inspector General (OIG) in a timely manner. Credible allegations will be investigated by OIG in accordance with its regulations, rules, policies and procedures. FAO will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by FAO.
- 13.3 Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, FAO will:
- a. Use reasonable efforts to recover any part of the Contribution, which OIG has established as being diverted through fraud or corruption; and
  - b. As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which FAO has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.
- 13.4 Any information provided to the Donor in relation to any matters arising under the Article shall be treated by the Donor as strictly confidential.
- 13.5 Any action further to the above paragraphs shall be consistent with FAO regulations, rules and directives.

**Article 14. Applicable law, Privileges and immunities, and Settlement of disputes**

- 14.1 This Agreement shall be subject to the general principles of law to the exclusion of any national system law. Such general principles of law shall include the UNIDROIT General Principles of International Commercial Contracts 2010.
- 14.2 Any dispute, controversy or claim arising out of this Agreement shall be resolved amicably through consultations between the Parties.
- 14.3 Nothing contained in this Agreement, or in any document related thereto, shall be construed as (i) a waiver of any of the privileges and immunities enjoyed by FAO under national and international law; (ii) the acceptance by FAO of the applicability of any single national law to FAO, and (iii) the acceptance by FAO of the jurisdiction of the courts of any country over disputes arising from assistance activities under the Project.

**Article 15. Notice**

Any notice or correspondence required under this Agreement, between FAO and the Donor, shall be addressed as follows:

To Ministry of Foreign Affairs and International Cooperation – Directorate General for Italian Citizens Abroad and Migration Policies:	To Food and Agriculture Organization of the United Nations (FAO):
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Mr Luigi Maria Vignali  
Director  
Directorate General for Italian Citizens Abroad and Migration Policies

Ms Elizabeth A. Bechdol  
Deputy Director-General and Officer-in-Charge,  
Programme Support and Technical Cooperation  
Department

Piazza della Farnesina 1  
00135 - Rome  
Email: [dgit.segreteria@esteri.it](mailto:dgit.segreteria@esteri.it)

Viale delle Terme di Caracalla  
00153 Rome – Italy  
[DDG-Bechdol@fao.org](mailto:DDG-Bechdol@fao.org)

**Article 16. Amendment**

This Agreement may be amended through an exchange of letters between the Donor and FAO. The letters exchanged to this effect shall become an integral part of this Agreement.

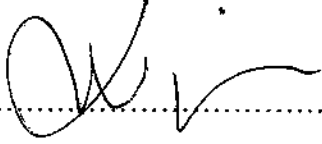
**Article 17. Entry Into Force and Duration**

- 17.1 This Agreement shall enter into force upon the signature of this Agreement by the Parties hereto, on the date of the last signature.
- 17.2 It will remain in force until the end date of the Project as stated in Annex 1.

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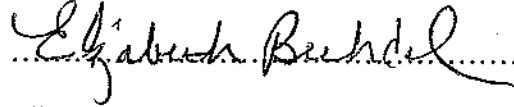
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two originals, one for each Party, with each text being equally authentic.

**For the Directorate General for Italian Citizens  
Abroad and Migration Policies of the Ministry of  
Foreign Affairs and International Cooperation**



Luigi Maria Vignali  
Director-General

**For the Food and Agriculture Organization  
of the United Nations**



Elizabeth A. Bechdol  
Deputy Director-General and Officer-in-Charge  
Programme Support and Technical Cooperation  
Department

Date: 15 June 2020

Date: 12 June 2020