GRANT ARRANGEMENT

BETWEEN

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

(hereafter referred to as the "Donor")

AND

THE OFFICE OF
THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES, an organ of the United Nations, with its headquarters located at 94 rue de Montbrillant, 1202 Geneva, Switzerland
(hereafter referred to as "UNHCR")

PREAMBLE

Whereas the mandate of the Office of the United Nations High Commissioner for Refugees is to protect and assist refugees and other persons of its concern world-wide and to seek durable solutions to their plight;

Whereas UNHCR is firmly committed to support and contribute to humanitarian action and in this context to provide life-saving assistance to vulnerable refugees and asylum-seekers through humanitarian evacuations;

Whereas the Donor has an interest in promoting and contributing to offer protection and assistance to refugees and other persons of concern falling under UNHCR's mandate;

Whereas the Donor and UNHCR are convinced of the importance of a joint co-operation to pursue this objective by establishing mechanisms to contribute to the achievement of this common objective;

Recognising that UNHCR's operations are funded by voluntary contributions from, among other sources, Member States of the United Nations;

Whereas the Donor has decided to make funds available to UNHCR for implementing its programme of assistance to vulnerable refugees and asylum seekers in Niger by supporting the Activities described in the project "*Ensuring safety, protection and durable solutions for vulnerable asylum seekers and refugees evacuated from Libya through the ETM Programme and other persons of concern of UNHCR in Agadez*".

Bearing in mind their humanitarian interest and the reciprocal advantages, which would result from their joint co-operation to pursue this objective;

Now, therefore, the Directorate General for Italian Citizens Abroad and Migration Policies (DGIT) of the Ministry of Foreign Affairs and International Cooperation of the Italian Republic and UNHCR (hereinafter referred to collectively as the "**Parties**") hereby agree as follows:

Article I: Arrangement documents

1.1 This document, together with the other named documents annexed hereto and referred to below, constitute the entire arrangement (the "**Arrangement**") between UNHCR and the Donor in relation to the Grant made pursuant hereto:

Annex 1: UNHCR General Conditions for Grant Arrangement
Annex 2: UNHCR Project Description, Specific Activities Funded by the Donor and Detailed Activities Budget

1.2 This Arrangement embodies the entire arrangement of the Parties with regard to the Grant (as defined below) made pursuant hereto and supersedes all prior representations, arrangements, contracts and proposals,

whether written or oral, by and between the Parties on this subject. No promises, understandings, responsibilities or arrangements, oral or written, relating to the subject-matter hereof exist between the Parties except as herein expressly set forth.

1.3 Any document or receipt issued in connection with this Arrangement shall be consistent with and subject to the terms and conditions of this Arrangement and, in case of any inconsistency, the terms and conditions of this Arrangement shall prevail.

Article II: Purpose of the Arrangement

2.1 The purpose of this Arrangement is to record the Donor's will to provide financial assistance to UNHCR in the form of a Grant (as defined below) to support the initiative: "*Ensuring safety, protection and durable solutions for vulnerable asylum seekers and refugees evacuated from Libya through the ETM Programme and other persons of concern of UNHCR in Agadez*" (the "**Project**"), and the conditions attached to such financial assistance.

2.2 A description of the Project ("**Project Description**") including project outcome and specific activities funded by the Donor pursuant hereto (the "**Activities**") together with the Project budget approved by the Donor (the "**Activities Budget**") are set out in Annex 2 to this Arrangement.

Article III: Period of Arrangement

3.1 This Arrangement will take effect upon signature by both Parties, and will remain valid until all obligations under this Arrangement have been fulfilled, unless terminated earlier in accordance with Article XVI of Annex 1 hereto.

3.2 It is currently expected that the Activities funded by the Donor will be completed within 12 months of its start. Any change foreseen in the schedule of Activities will be dealt with in accordance with Article VII of Annex 1.

Article IV: Grant amount and payment mechanism

4.1 The Donor hereby agrees to contribute the amount of EUR 3,000,000.00 (the "**Grant**") to UNHCR.

4.2 This Arrangement and all operations on the Grant are subject to the "UNHCR General Conditions applicable to Grant Arrangements", which are hereby incorporated by reference and a copy of which is annexed hereto as Annex 1.

4.3 The Grant will be utilised for the implementation and operation of the Activities and in accordance with the Activities Budget attached to Annex 2. It is agreed and acknowledged that six point five per cent (6.5%) of the Grant will be allocated to overhead costs for activities related to internally displaced persons, reintegration, emergency appeals, and new yet mandate-related programmes.

4.4 The Grant shall be administered by UNHCR in accordance with UNHCR's rules, including the Financial rules for voluntary funds administered by the High Commissioner for Refugees ("**UNHCR Financial Rules**"), including UNHCR's rules on procurement.

4.5 Payment of the Grant shall be transferred to the following bank account:

Bank Name:	UBS AG
Bank Address:	PO Box 2770, 1211 Geneva 2
SWIFT Address:	UBSWCHZH80A
Account Number:	FP10 2674 2
IBAN Number:	CH72 0024 0240 FP10 2674 2
Beneficiary Account Title:	UNHCR Voluntary Funds
Currency Type:	EUR
Payment Reference:	CD E0185
Amount:	3,000,000.00

4.6 The Grant shall be paid in one lump sum within 60 (sixty) days from the date of the signature of this Arrangement. Upon receiving the contribution, UNHCR will provide the Donor with written confirmation thereof.

4.7 Any financial burden incurred during the implementation of this Arrangement shall not create additional expenses other than those currently foreseen in the Italian financial budget.

4.8 The Parties will review in good faith the possibility to extend the project activities into an additional period by providing an additional contribution and signing a new arrangement. The Ministry's consideration will, in particular, depend on the timely submission by UNHCR of the documents prescribed in 7.1 and the evaluation of the results achieved contained therein.

Article V: Meetings

5.1 Ad-hoc meetings shall be called as the need may arise to review matters of mutual interest.

Article VI: Liaison and communication

6.1 Any notice given pursuant to this Arrangement will be sufficiently given if it is in writing and received by the other Party at the following addresses:

For the Donor:	For UNHCR:
Ministry of Foreign Affairs and International Cooperation – Directorate General for Italian Citizens abroad and Migration Policies	Division of External Relations - Donor Relations and Resources Mobilisation Service
Email: dgit.segreteria@esteri.it dgit-05@esteri.it	Email: hqfr00@unhcr.org
Piazzale della Farnesina 1 00135 Rome Italy	94, Rue de Montbrillant 1201, Genève Switzerland

Article VII: Reporting

7.1 UNHCR shall make available the following reports, in accordance with UNHCR Financial Rules:

(a) within 30 days from the last day of the first semester of implementation of the Activities, UNHCR shall provide the Donor with an interim narrative report concerning such activities, as well as relevant information present in its online reporting tool and the UNHCR's annual Global Report.

(b) Within 90 days after the completion of all Activities funded by the Donor, UNHCR shall provide the Donor with a final narrative and financial report covering the whole period of implementation of the Activities;

(c) In line with UNHCR Financial Rules, the annual financial statements of UNHCR are audited and reported upon by the Board of Auditors to the General Assembly. UNHCR accounts for the use of funds on an annual basis to UNHCR's Executive Committee and to the General Assembly of the United Nations and will provide its annual financial report and audited financial statements together with the Report of the Board of Auditors to the Donor as soon as this report becomes available;

(d) The Donor has access to the internal audit reports which are published on the Office of Internal Oversight Services' website (https://oios.un.org/page?slug=report), in accordance with the resolutions of the General Assembly of the United Nations, respectively A/RES/59/272 adopted on 23 December 2004, A/RES/67/258 adopted on 12April 2013 and A/RES/69/253 adopted on 29 January 2015.

7.2 The Donor reserves the right to request additional information regarding progress of project implementation when needed.

Article VIII: Publicity, and use of the name, emblem or official seal of the United Nations or of UNHCR:

8.1 The Donor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that

it has entered into a grant arrangement with the UNHCR, nor shall the Donor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with the Grant or otherwise without the written permission of UNHCR.

8.2 Notwithstanding Article 8.1 above, the Donor is hereby permitted to publish the name and address of UNHCR, the purpose of the Grant and the amount of the Grant.

This Arrangement is signed in English, on the date and at the places indicated below.

For and on behalf of
The Ministry of Foreign Affairs and International Cooperation - Directorate General for Italian Citizens Abroad and Migration Policies - Italy

Signature

Documento firmato da:
VIGNALI LUIGI MARIA
27.07.2021 14:56:29 UTC

_____
Luigi Maria Vignali
Director-General

Date:
Rome

For and on behalf of
The United Nations High Commissioner for Refugees

Signature

Paul Stromberg
Digitally signed by Paul Stromberg
Date: 2021.07.23 17:29:20 +02'00'

_____
Paul Stromberg
Head of Service
Donor Relations and Resources Mobilisation Service

Date:
Geneva

ANNEX 1

UNHCR GENERAL CONDITIONS APPLICABLE TO GRANT ARRANGEMENTS

Article I: Definitions

1.1 Capitalised terms used herein shall have the meaning ascribed to them in the Arrangement to which these general conditions are attached.

Article II: Status of the Parties

2.1 Nothing in this Arrangement will be deemed or construed to create, or have been intended to create, an unincorporated business, a business partnership at law, joint venture, or any employment or agency relations between the Donor and UNHCR.

Article III: Liability

3.1 UNHCR shall be fully responsible for its own staff and other personnel or sub-contractors and for the services that they perform.

Article IV: Interest

4.1 Any interest accruing from the Grant will be recorded in accordance with UNHCR Financial Rules and used for humanitarian aid activities approved by the Executive Committee of the High Commissioner's Programme.

Article V: Monitoring

5.1 UNHCR shall monitor and evaluate the implementation of the Project, including specific activities which the Donor agreed to fund, in accordance with its applicable rules, regulations, policies and procedures.

5.2 UNHCR will provide to the Donor the opportunity to participate in annual donor missions, as well as ad hoc missions, to visit UNHCR's field operations relating to the activities that have received funding from the Donor. Any costs relating to visits by the Donor's own agents shall be covered by the Donor.

Article VI: Reporting

6.1 The reports which UNHCR agrees, in the Arrangement, to provide to the Donor shall be prepared in accordance with UNHCR's Financial Rules and regulations and administrative policies and practices.

6.2 Reports by UNHCR shall be expressed in US dollars. Where necessary, Grants, expenditures and income shall be converted into US dollars using the relevant operational rate of exchange set by the UN Treasury Department.

Article VII: Changed Circumstances

7.1 Prior Notification and acceptance of Revisions

(a) If implementation so warrants, UNHCR will submit revisions of the Project or of the activities that have received funding from the Donor to inform the Donor in writing of any change from agreed plans and budgets or project outcome.

(b) The Parties accept that if the revision proposes a change in the nature of the Project or the activities that have received funding from the Donor or of outputs, within the context of the original agreed plans or project outcomes, such revision does not require the Donor's approval provided such revision does not imply a reallocation representing more than fifteen per cent (15%) of the agreed budgeted amount(s) for the single

relevant budget components.

7.2 Amendment

The revision(s) mentioned above under article 7.1. will not require an amendment to the Arrangement nor any formal approval from the Donor; except that, in the cases mentioned under articles 7.2.1 and 7.2.2 below, UNHCR must notify the Donor of the proposed revision(s) and the Donor will inform UNHCR of its decision in writing no later than six weeks after receipt of the request for revision; and approval of the proposed revision(s) will be formalized by an amendment in writing:

7.2.1 if the revision is to request for an extension of the duration of, or a delay in the commencement of, the Project or the activities that have received funding from the Donor; or

7.2.2 if the revision is to change the scope, or the objectives of, the Project or of the activities that have received funding from the Donor.

Article VIII: Visibility

8.1 Without prejudice to any confidentiality obligation, the Donor is free to publicize its support under this Arrangement through its usual information and communication channels.

8.2 Unless the Donor agrees or requests otherwise, UNHCR shall take appropriate measures to accord the Donor and its contribution visibility, both with local authorities and at the multilateral level, in order to acknowledge the fact that the Project was implemented with the financial support of the Donor.

Article IX: Equipment and Material Purchases

9.1 Ownership of equipment, supplies and other properties financed from the Grant will vest in UNHCR. Matters relating to the transfer of ownership by UNHCR will be determined in accordance with the relevant policies and procedures of UNHCR.

Article X: Assignment

10.1 The rights and obligations of UNHCR under thisArrangement shall not be assigned by UNHCR without the prior written consent of the Donor.

Article XI: Audit

11.1 The Donor agrees that UNHCR will be audited solely in accordance with UNHCR Financial Rules. All financial transactions and related activities covered by UNHCR Financial Rules shall be subject to audit by internal auditors and the United Nations Board of Auditors.

Article XII: Differences in interpretation

12.1 Any difference in the interpretation and implementation of this Arrangement will be settled amicably by means of direct consultations and negotiations between the Parties.

Article XIII: Privileges and Immunities

13.1 Nothing contained in this Arrangement shall be deemed a waiver expressed or implied of any privileges and immunities of UNHCR or the United Nations as set out in in the Charter of the United Nations and the Convention on the privileges and immunities of the United Nations adopted by the General Assembly of the United Nations, on 13 February 1946, and any other applicable instrument.

Article XIV: Amendments

14.1 This Arrangement may be amended at the request of either Party with the written consent of the Parties through a simple exchange of letters.

Article XV: Suspension

15.1 UNHCR may suspend implementation of activities that have received funding from the Donor in the event that:

(a) it has not received payment of all or part of the Grant that is necessary to fund the activities that have received funding from the Donor. UNHCR shall inform the Donor as soon as possible in the event that it foresees that implementation of activities that have received funding from the Donor may need to be suspended, and in any event by the time that UNHCR commences to suspend implementation of activities that have received funding from the Donor. UNHCR and the Donor shall seek to resolve as fast as possible the cause for non-disbursement and suspension.

(b) it determines that, as a result of *force majeure*, it is unable to perform a material portion of the activities that have received funding from the Donor or Project.

Article XVI: Termination

16.1 This Arrangement may be terminated early as follows:

16.1.1 by UNHCR, in the event that the activities that have received funding from the Donor are suspended due to the reason set forth in Article 15.1 above for such a period that UNHCR reasonably determines that it is no longer reasonable or desirable to implement the activities that have received funding from the Donor using the Grant. In the event that UNHCR wishes to terminate this Arrangement early pursuant to the foregoing, UNHCR shall to the extent possible give the Donor reasonable advance notice in writing;

16.1.2 by the Donor, in the event that (a) UNHCR substantially deviates from agreed plans and budgets without providing to the Donor's reasonable explanation therefor, or that (b) UNHCR has failed to provide narrative and financial reports in accordance with the terms of this Arrangement. In this case, the Donor shall inform UNHCR in a written notice setting out the alleged shortcomings of UNHCR. UNHCR shall be given a period of at least 45 days within which to reply to the Donor to explain the reasons for the perceived shortcomings, and suggest solutions to avoid such a situation arising with the Donor in the future. In the event that the Donor and UNHCR are unable to resolve the matter, the Donor may terminate this Arrangement by giving UNHCR at least 60 days advance notice in writing; or

16.1.3 by mutual arrangement with effect as from the date as may be agreed upon among the Parties.

Article XVII: Consequences of expiration and of early termination

17.1 Upon expiration or early termination of this Arrangement, the responsibilities of the Parties shall cease except (i) such rights and obligations as may have accrued on the effective date of termination or the date of expiration, (ii) UNHCR's rights and obligations regarding the auditing of its accounts and records, and (iii) UNHCR's rights and obligations under Article 17.2 below. In the case of expiration, any surplus remaining shall be disposed of as agreed by both parties.

17.2 In the event of early termination of this Arrangement, UNHCR will take all necessary steps to bring the activities that have received funding from the Donor to a close in an orderly and prompt manner and shall make every effort to keep expenditures for this purpose to a minimum. Until all activities that have received funding from the Donor are brought to an orderly conclusion, UNHCR shall continue to hold unutilized advance payments until all eligible commitments and liabilities incurred in the implementation of the activities that have received funding from the Donor are satisfied, it being understood that all commitments and liabilities incurred prior to the effective date

of termination shall be met exclusively by funds from the Grant. Thereafter, any surplus remaining shall be disposed of as agreed by both parties.

Article XVIII: Anti-Corruption

18.1 The Parties will cooperate on preventing fraud and corruption in connection with this Arrangement, and UNHCR shall require that the staff involved in, and consultants/suppliers/contractors financed under this Arrangement refrain from offering third parties, or seeking, accepting or being promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as a fraudulent or corrupt practice.

18.2 In conformity with the decision of the Executive Committee of the High Commissioner's Programme, UNHCR provides, at the annual plenary session of ExCom, a summary report covering inquiries and main categories of investigations, the number of such types of investigations, the average time to complete investigations and a description of the related disciplinary action.