

IOM office-specific Ref. No.:	
IOM Project Code:	NE10P0506
LEG Approval Code / Checklist Code	NER/FITA/AP0088/2020

**PARTNERSHIP AGREEMENT  
BETWEEN  
THE DIRECTORATE GENERAL FOR ITALIAN CITIZENS ABROAD AND MIGRATION POLICIES  
OF  
THE ITALIAN MINISTRY OF FOREIGN AFFAIRS  
AND INTERNATIONAL COOPERATION  
AND  
THE INTERNATIONAL ORGANIZATION FOR MIGRATION**

This Agreement (the “**Agreement**”) is entered into by the Directorate General for Italian Citizens Abroad and Migration Policies of the Italian Ministry of Foreign Affairs and International Cooperation represented by Mr. Luigi Maria Vignali, Director-General (hereinafter referred to as the “**Donor**”), and the International Organization for Migration (“**IOM**”), an organization part of the United Nations system, Mission in Rome, represented by Laurence Hart, Director, Coordination Office for the Mediterranean, Chief of Mission for Italy and Malta, and Representative to the Holy See, hereinafter referred to as “**IOM**”. IOM and the Donor are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

The Parties hereby agree as follows

**1. Introduction**

IOM is an intergovernmental organization, committed to the principle that human and orderly migration benefits migrants and society. IOM acts to assist in meeting the operational challenges of migration; advance understanding of migration issues; encourage social and economic development through migration; and work towards effective respect of the human rights and well-being of migrants.

**2. Purpose of the Agreement**

- 2.1. The purpose of the Agreement is to provide financial support to the IOM activities in Niger for the implementation of the Project “**Protection and Assistance to Children and Vulnerable migrants returning from Algeria to Niger**” (hereinafter referred to as “**the Project**”) in accordance with the terms and conditions of this Agreement and its Annexes.
- 2.2. The following document forms an integral part of this Agreement:
  - (a) Annex A – Project Document, Work Plan and Budget.
- 2.3. The duration of the activities will be of **12 months (1 July 2020 – 30 June 2021)**.

**3. Contribution**

- 3.1. The Donor will provide funding to IOM for a total amount of EUR 2,700,000.00 (Two Million Seven Hundred Thousand Euros and zero cents) - (hereinafter referred to as “**the Contribution**”), which will be paid in one instalment within 90 (ninety) days from the date of signature of this Agreement. IOM shall use such funds to meet the costs of the Project, including the overhead IOM cost (that rate being seven percent (7%).
- 3.2. The Contribution shall be used by IOM towards financing the costs of the Project outlined in the Project Document and Budget (**Annex A**), which is an integral part of this Agreement.

3.3. The Contribution shall be paid by the Donor into the following account in Euros (EUR), quoting the above IOM Reference number to facilitate the recording of the Contribution into IOM's EUR accounts:

Beneficiary Bank: [REDACTED]  
Address: [REDACTED]  
SWIFT Code / BIC: [REDACTED]  
Account Name: [REDACTED]  
EUR Account Number: [REDACTED]  
IBAN: [REDACTED]  
Beneficiary Title: [REDACTED]

Any change to the above-mentioned bank account shall be duly notified to the Donor in writing before the transfer of the Contribution has taken place.

3.4. The Donor shall notify IOM by email to [revenue@iom.int](mailto:revenue@iom.int) and [l.hart@iom.int](mailto:l.hart@iom.int) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Donor pursuant to this Agreement. Upon receiving the contribution, IOM will provide the Donor with the written confirmation thereof.

3.5. The activities to be provided by IOM under the Project shall only be started upon IOM's receipt of the payment. In the event that IOM does not receive the Contribution or does not receive the Contribution in full, IOM may contact the Donor who shall hold a discussion with IOM with a view to determining when the payment of the Contribution or the remaining Contribution will be initiated. In the event of not receiving the Contribution fully, the activities provided by IOM under the Project may be reduced, suspended, postponed or terminated by IOM upon IOM's written notification to the Donor with immediate effect.

3.6. The Donor's obligation under Article 3.1 above shall not be affected by or contingent on (i) any rights or obligations of the Donor or of IOM under other contracts or agreements between IOM and the Donor, or (ii) IOM's performance of other project activities or any result of audit, evaluation and monitoring not directly relevant to this Agreement.

3.7. IOM shall not be liable for any delay in performing or failure to perform any of its obligations under this Agreement if IOM does not receive the full Contribution in accordance with the payment schedule as per Article 3.1 of this Agreement.

#### **4. Administration and use of the Contribution**

4.1. The Contribution shall be used to implement the Activities as described in Annex A –Project Document.

4.2. The Activities described in Article 4.1 shall be carried out by IOM according to the attached Project Document and related work-plan and Budget (Annex A).

4.3. When implementing Activities under this Agreement, special attention shall be paid to strengthening coordination and synergies with other humanitarian actors, namely, other International Organizations, UN agencies, and civil society.

4.4. IOM shall receive and administer the total Contribution in accordance with its regulations, rules and directives. The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of IOM.

4.5. The activities administered under this Agreement are budgeted and reported in EUR ("the project currency").

4.6. IOM shall maintain a separate project account in accordance with its own regulations, rules, directives and procedures to administer and track all financial transactions related to the Project, which will be converted to the project currency using the prevailing United Nations operational rate of exchange in accordance with IOM policies.

- 4.7. Any part of the Contribution which has not been used upon completion of the Project, as reported in the final financial report, shall be refunded to the Donor unless otherwise agreed by the Parties. Interest income generated from any contribution, if any, will be credited to IOM's accounts as miscellaneous income.
- 4.8. The personnel for the Project shall be recruited, employed and supervised by IOM in accordance with its regulations, rules, directives and procedures.
- 4.9. Procurement for the Project shall be undertaken by IOM in accordance with its regulations, rules, directives and procedures.
- 4.10. IOM, since 1 March 2017, is a member of the International Aid Transparency Initiative (IATI) and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. In line with the commitment of the Parties to this Agreement to transparency, the Donor gives consent for IOM to publish data related to this Agreement (and any subsequent amendments) and associated financial transfers via its website and via the IATI platform. IOM gives consent for data related to this Agreement (and any subsequent amendments) and associated financial transfers to be published on the Donor's website and via IATI.

IATI Publisher Identifiers:

IOM: XM-DAC-47066

## **5. Donor Responsibilities**

- 5.1. Office V (Migration Policies and International Protection) of the Directorate General for Italian Citizens Abroad and Migration Policies shall provide IOM with the names and contact details of representatives from the Donor at headquarters and in the field to be contacted with regard to the Project.
- 5.2. Without prejudice to any confidentiality obligation, the Donor is free to publicize its support under this Agreement through its usual information and communication channels.
- 5.3. Unless otherwise agreed, any financial burden incurred during the implementation of this Agreement shall not create additional expenses other than those currently foreseen in the Italian financial budget.

## **6. Reports**

- 6.1. IOM shall provide the Donor with:
  - (a) Progress reports on the implementation of the Activities referred to in Article 4.1 every six months to be submitted to the Donor within one month from the end of each reporting period. IOM shall also give, upon request, and as allowed by its internal rules and regulations, subject to its privileges and immunities, operational briefings to representatives of Italian Cooperation, the Italian diplomatic and consular network and the Italian Local Technical Cooperation Offices.
  - (b) A final narrative and financial report on the implementation of the Activities referred to in Article 4.1 at the end of the duration of this Agreement, to be submitted to the Donor within three (3) months after the end of the Project implementation period.
- 6.2. The Donor may ask for any reasonable clarifications or details on produced documentation to the extent necessary to comply with its responsibilities under this Agreement.
- 6.3. All project reports shall be issued by IOM in the project currency as determined in Article 4.5. and in accordance with its regulations, rules, directives and procedures and using IOM's standard project reporting templates.

## **7. Termination**

Either Party may terminate this Agreement by two months written notification to the other Party. In the event that this Agreement is terminated prior to the completion of the Project, IOM may continue to hold any unutilized Contribution until all commitments and liabilities incurred up to the date of termination for

the implementation of the Project have been satisfied and the activities under the Project have been brought to an orderly conclusion. IOM shall not be obliged to repay any funds irrevocably committed in good faith by IOM before the date of notice of such termination.

#### **8. Ownership of property financed from the Contribution**

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in IOM. Such properties shall be disposed of in accordance with the IOM's regulations, rules, directives and procedures, unless otherwise agreed between the Donor and IOM in writing.

#### **9. Force Majeure**

9.1. IOM shall not be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of IOM.

9.2. As soon as possible after the occurrence of a force majeure event which impacts the ability of IOM to comply with its obligations under this Agreement, IOM will give notice and full details in writing to the Donor of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, IOM and the Donor shall consult with a view to resuming performance of the impacted activities under this Agreement and ensuring coverage by the Donor of unavoidable expenditures incurred by IOM during the period of force majeure. Following consultation with the Donor, IOM shall be entitled without liability to suspend the implementation of some or all activities under this Agreement to the extent that it is not possible for IOM to implement the activities due to force majeure.

#### **10. Confidentiality**

All information including personal information which comes into the Parties' possession or knowledge in connection with this Agreement or the Project is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. IOM shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. The responsibilities under this Article shall survive the expiration or termination of this Agreement.

#### **11. Intellectual Property**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from the Project shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

#### **12. Notices**

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

**International Organization for Migration (IOM)**

Attn.: Mr. Laurence Hart  
Casale Strozzi Superiore, Via L.G. Faravelli, snc, 00195 - Rome  
Email: lhart@iom.int

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

Attn: Mr. Luigi Maria Vignali  
Piazza della Farnesina 1, 00135 - Rome  
Email: dgit.segreteria@esteri.it

**13. Dispute resolution**

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

**14. Status of IOM**

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied of any of the privileges and immunities enjoyed by IOM as an intergovernmental organization.

**15. Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain fully valid.

**16. Severability**

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain fully valid.

**17. Entirety**

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

**18. Final clauses**

18.1. This Agreement shall take effect from the date of signature by both Parties. It will remain in force until completion of all responsibilities of the Parties under this Agreement.

18.2. Amendments may be made by mutual agreement in writing between the Parties.

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

*For and on behalf of*  
The International Organization  
For Migration

Signature

Signature

Firmato digitalmente da: LAURENCE HART  
Data: 11/06/2020 18:40:04



Luigi Maria Vignali  
Director-General  
Date:

Laurence Hart  
Director, Coordinating Office for the  
Mediterranean,  
Chief of Mission for Italy and Malta,  
Representative to the Holy See  
Date:

Rome

Rome

Firmato Digitalmente da/Signed by:  
LUIGI MARIA VIGNALI

In Data/On Date:  
venerdì 12 giugno 2020 13:15:28