IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code:	NER/FITA/ME0246/2021 LEVY MLI BFA

PARTNERSHIP ARRANGEMENT
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
ON
IMPROVING BORDER MANAGEMENT AND COMMUNITY RESILIENCE TOWARDS CROSS-BRODER ORGANISED CRIME IN NIGER, MALI AND BURKINA FASO WITH A FOCUS ON THE CENTRAL MEDITERRANEAN ROUTE

This Arrangement (the **"Arrangement**") is entered into by **the Directorate General for Italian Citizens Abroad and Migration Policies of the Italian Ministry of Foreign Affairs and International Cooperation**, Piazzale della Farnesina 1, 00135 – Rome, 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 humane 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 Arrangement

2.1. The purpose of the Arrangement is to provide financial support to the IOM activities in Niger, Mali and Burkina Faso for the implementation of the project "**Improving Border Management and Community Resilience towards Cross-Border Organized Crime in Niger, Mali and Burkina Faso with a Focus on the Central Mediterranean Route**" (hereinafter referred to as the "**Project**") in accordance with the terms and conditions of this Arrangement and its Annex.

2.2. The following documents form an integral part of this Arrangement:
(a) **Annex A** – Project Document, Work Plan and Project Budget

2.3. The duration of the Project shall be for a period of **18 months** from **1 January 2022 to 30 June 2023.**

3. Contribution

3.1. The Donor will provide financial support to the IOM Project for a total amount of **EUR 3,000,000.00 (Three Million Euros only)** (hereinafter referred to as the "**Contribution**").

3.2. The Contribution shall be used by IOM towards financing the costs of the Project outlined in the Project Document, Work Plan and Project Budget (**Annex A**). The Contribution shall include the IOM mandatory project overhead cost of 7%, as approved by all IOM Member-States through Council Resolution, and the 1% Coordination Levy.

3.3. The Contribution shall be paid by the Donor in one instalment no later than 31 December 2021 into the following account in Euros (EUR), quoting the above IOM [Reference number/project code] to facilitate the recording of the Contribution into IOM's EUR accounts:

Beneficiary Bank: CITIBANK, N.A., LONDON
Address: Citigroup Centre, Canary Wharf, London E14 5LB
SWIFT Code / BIC: CITIGB2L
Account Name: IOM Geneva
EUR Account Number: 10810614
IBAN: GB57 CITI 1850 0810 8106 14
Beneficiary Title: IOM International Organization for Migration

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 and lhart@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 Arrangement. 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 Arrangements 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 Arrangement.

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

3.8. Pursuant to paragraph 10(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the Contribution to IOM shall be paid to fund the United Nations Resident Coordinator System. This amount, hereinafter referred to as the "Coordination Levy" will be held in trust by IOM until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat. The Donor acknowledges that once the Coordination Levy has been transferred by IOM to the United Nations Secretariat, IOM is not responsible for the use of the Coordination Levy and does not assume any liability. The fiduciary responsibility lies with the United

Nations Secretariat as the manager of the Resident Coordinator system. The Coordination Levy does not form part of IOM's cost recovery and is additional to the costs of IOM to implement the activity or activities covered by the Contribution. Accordingly, there is no normal obligation for IOM to refund the Coordination Levy, in part or in full, even where the activities covered by the Contribution are not carried out in full by IOM. As deemed necessary by Donor - and especially where the scale of the resources concerned, or reputational risk justify the refund transaction costs –the Donor can submit a request for refund to the United Nations Secretariat directly or through IOM. The responsibility to refund the Coordination Levy lies with the United Nations Secretariat, and not with IOM. The Coordination Levy for this Arrangement is EUR 30,000.00 (Thirty Thousand Euros only). This amount will be transferred to IOM at the bank account mentioned above upon receipt of the signed Arrangement.

4. Administration and Use of the Contribution

4.1. When implementing Activities under this Arrangement, special attention shall be paid to strengthening coordination and synergies with other humanitarian actors, namely, other international organizations, UN agencies, and civil society.

4.2. IOM shall receive and administer the Contribution in accordance with its regulations, rules, directives, policies and procedures. The Contribution shall, in line with the single audit principle, be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, directives, policies and procedures of IOM.

4.3. The activities administered under this Arrangement are budgeted and reported in EUR (the "**Project Currency**").

4.4. 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.

4.5. 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.

4.6. Additional contributions by the Donor for the prosecution of the Project under a new arrangement or as a result of an extension of the duration stated in Article 2 will be subject to the timely submission of the project reports and an evaluation of the results achieved in accordance with Article 6.4 of this Arrangement.

4.7. The personnel for the Project shall be recruited, employed and supervised by IOM in accordance with its regulations, rules, directives and procedures.

4.8. Procurement for the Project shall be undertaken by IOM in accordance with its regulations, rules, directives and procedures.

4.9. 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 Arrangement to transparency, the Donor gives consent for IOM to publish data related to this Arrangement (and any subsequent amendments) and associated financial transfers via its website and via the IATI platform. IOM gives consent for data related to this Arrangement (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 The Donor will not be responsible for expenses incurred by IOM other that those reflected in the Project Budget (Annex A), unless otherwise agreed by the Parties in writing. This reference does not include possible reshuffling in the budget among the different cost headings.

6. Reports

6.1. IOM shall provide the Donor with:

(a) Progress narrative reports on the implementation of the Project every 6 (six) months from the start of the Project which shall be submitted to the Donor within 1 (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 Project at the end of the duration of this Arrangement, to be submitted to the Donor within 3 (three) 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 Arrangement.

6.3. All project reports shall be issued by IOM in the Project Currency and in accordance with its regulations, rules, directives, policies and procedures and using IOM's standard project reporting templates.

6.4. The timely submission of the project reports and the evaluation of the results achieved will be preconditions for considering the extension of the Project by the Donor for an additional period.

7. Assurances

7.1 IOM is firmly committed to the IOM Standards of Conduct and has a zero-tolerance towards irregular practices, wrongdoing and misconduct, including but not limited to financial malpractice, impropriety or fraud, failure to comply with rules, regulations or policies, criminal activity, professional malpractice, improper conduct or unethical behaviour, conflict of interest without disclosure, waste of resources, abuse of authority, corruption and mismanagement, whether perpetrated by IOM staff, executing agencies, contractors or consultants. The Parties agree that it is important to take all necessary and reasonable precautions to avoid any irregular practices, wrongdoing or misconduct. IOM takes all allegations of irregular practices, wrongdoing and misconduct seriously and shall conduct an investigation, if in IOM's sole discretion, the allegation is deemed credible and merits an investigation. All investigations shall be carried out in accordance with the IOM regulations, rules, directives, policies and procedures.

7.2 The Parties have a zero-tolerance towards sexual exploitation and abuse. IOM shall take all reasonable steps to prevent the sexual exploitation and abuse of any person linked to the delivery of the activities under this Arrangement. Subject to the IOM regulations, rules, directives, policies, and procedures governing its operations, IOM shall without undue delay report any credible allegations or actual incidents of sexual exploitation and abuse related to this Arrangement to the Secretary-General of the United Nations through the Secretary-General's reporting mechanism on Sexual Exploitation and Abuse at https://www.un.org/preventing-

sexual-exploitation-and-abuse/content/data-allegations-un-system-wide. Such reporting on sexual exploitation and abuse shall be without prejudice to the privileges and immunities of IOM.

7.3 Consistent with applicable United Nations Security Council resolutions, the Parties are firmly committed to the international fight against terrorism, and in particular, financing terrorism. IOM undertakes to use reasonable efforts to ensure that no resources provided under this Arrangement are made available or used to provide support to individuals or entities associated with terrorism which are named on the United Nations Security Council Consolidated Sanctions List, as may be amended.

8. Termination

Either Party may terminate this Arrangement by 2 (two) months written notification to the other Party. In the event that this Arrangement 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.

9. 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, policies and procedures, unless otherwise agreed between the Donor and IOM in writing.

10. Force Majeure

10.1. IOM shall not be liable for any delay in performing or failure to perform any of its obligations under this Arrangement 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.

10.2. 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 Arrangement, 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 Arrangement 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 Arrangement to the extent that it is not possible for IOM to implement the activities due to force majeure.

11. Confidentiality

All information including personal information which comes into the Parties' possession or knowledge in connection with this Arrangement 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 Arrangement. The responsibilities under this Article shall survive the expiration or termination of this Arrangement.

12. 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.

13. Notices

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 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
Piazzale della Farnesina 1, 00135 - Rome
Email: dgit.segreteria@esteri.it

14. Dispute Resolution

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

15. Status of IOM

Nothing in or relating to this Arrangement shall be deemed a waiver, express or implied of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

16. Waiver

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

17. Severability

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

18. Entirety

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

19. Visibility

19.1. Without prejudice to any confidentiality obligation, the Donor is free to publicize its support under this Arrangement through its usual information and communication channels. The Donor also acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

19.2. Unless the Donor requests otherwise, IOM shall take appropriate measures to accord the Donor and its contribution the maximum visibility possible, both locally and internationally, in order to acknowledge the fact that the Project was implemented with the financial support of the Donor.

20. Final Clauses

20.1. This Arrangement shall take effect upon its signature by both Parties. It will remain in force until completion of all responsibilities of the Parties under this Arrangement.

20.2. Amendments may be made by mutual Arrangement 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

Signature

Documento firmato da:
VIGNALI LUIGI MARIA
29.11.2021 12:13:24 UTC

Luigi Maria Vignali
Director-General
Date:

Rome

For and on behalf of
The International Organization For Migration

Signature

Firmato digitalmente da: LAURENCE HART
Data: 26/11/2021 15:01:32

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

Rome