

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 (UN)

WHEREAS the Donor will contribute funds to support the Office of the UN Resident Coordinator in Niger on a cost-sharing basis for the implementation of the project on "Strengthening of the coordination of United Nations activities on mixed migration in Niger, as more fully described in the Project document, as attached in Annex 1 and submitted to the Donor for information.

WHEREAS the UN will be accountable for the implementation of the programme/project; and

WHEREAS UNDP will be designated to provide administrative support services for the implementation of the programme/project pursuant to an internal arrangement or a Memorandum of Understanding to be concluded by the UN Secretariat and UNDP.

NOW THEREFORE, the UN and the Donor hereby have reached the following understanding:

Article I. The Contribution

1. (a) The Donor will, in accordance with the schedule of payments set out below, contribute to the project the amount of 350,000 Euros (EUR) of which EUR 3,237.99 is for the UN coordination levy. This contribution will be made into UNDP's bank account in one instalment within 90 days from the date of entry into effect of this arrangement.

UNDP Contributions (EURO) Account

Account No: [REDACTED]

Bank of America - London

Mail Code: [REDACTED]

[REDACTED]

[REDACTED]

IBAN/ABA: [REDACTED]

SWIFT: [REDACTED]

Sort Code: [REDACTED]

(b) The Donor will inform the UN when the contribution is paid via an e-mail message with remittance information to contributions.dco@un.org and contributions@undp.org, providing the following information: donor's name, UNDP country office in Niger, Project title, donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

Upon receipt of the contribution, UNDP will inform the donor via the following email: dg-it-05@esteri.it.

2. The value of the payment, if made in a currency other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UN of the payment, the value of the balance of funds still held at that time will be adjusted

accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, the UN will inform the Donor with a view to determining whether any further financing could be provided by the Donor. Should such further financing not be available, the assistance to be provided to the programme/project may be reduced, suspended or terminated by the UN.

3. The above schedule of payments takes into account the requirement that the payments will be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of programme/project delivery. Such amendments will be made as written amendments to this Arrangement.

4. All financial accounts and statements will be expressed in United States dollars.

5. Any financial burden incurred during the implementation of this Arrangement will not create additional expenses for the Donor other than those currently foreseen in the Annex 1.

6. (a) 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 project cost 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 UNDP 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.

(b) The Donor acknowledges that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP 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.

(c) The coordination levy does not form part of UNDP's cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by the UN. As deemed necessary by the 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 UNDP. The responsibility to refund the levy lies with the United Nations Secretariat, and not with UNDP.

(d) The coordination levy for this agreement is EUR 3,237.97. The payment schedule in Article I, paragraph 1(a) provides the payment of the contribution, including the coordination levy.

Article II. Utilization of the Contribution

1. The implementation of the responsibilities of the UN, including UNDP, pursuant to this Arrangement and the project document will be dependent on receipt of the contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above.

2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), the UN will submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor will use its best endeavours to obtain the additional funds required.

3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not

forthcoming from the Donor or other sources, the assistance to be provided to the programme/project under this Arrangement may be reduced, suspended or terminated by the UN.

4. Any interest income attributable to the Contribution will be credited to the Account referenced in Article I, paragraph 1(b) retained by the UN and will be utilized in accordance with established UN procedures.

Article III. Administration and reporting

1. Programme/project management and expenditures will be governed by the regulations, rules, policies and procedures of the UN.

2. The Donor will receive the following reports prepared in accordance with UN accounting and reporting procedures:

- (a) Interim narrative reports every six (6) months to be provided one (1) month after the end of each six-month period;
- (b) Within three (3) months after the date of operational completion or termination of the Arrangement, a final report summarizing programme/project activities and impact of activities as well as provisional financial data, specified according to budget. This report will be analytical in approach and include a presentation of progress made in the implementation of programme(s)/project(s) towards the achievement of results;
- (c) An annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
- (d) A certified final financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

3. If special circumstances so warrant, the UN may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting will be specified in an annex of the Arrangement.

Article IV. Administrative and support services

1. The Contribution will be subject to cost recovery for indirect costs equal to 8% of the direct cost incurred. Furthermore, as long as they are unequivocally linked to the specific project, all direct costs of implementation, including the costs of implementing partner, are identified in the project budget against a relevant budget line and borne by the project accordingly.

2. The aggregate of the amounts budgeted for the programme/project, together with the estimated costs of reimbursement of related support services, will not exceed the total resources available to the programme/project under this Arrangement as well as funds which may be available to the programme/project for programme/project costs and for support costs under other sources of financing.

Article V. Equipment

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

Article VI. Auditing

The contribution will be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of the UN. Should the annual Audit Report of the Board of Auditors of the UN to its governing body contain observations relevant to the contributions, such information will be made available to the Donor.

Article VII. Completion of the Arrangement

1. Wherever the following terms are mentioned in this Arrangement, the definition for operational completion date is when the activity period of the project ends, as stipulated in the project document. The financial closing date, also called the expiry date, is 12 months after the operational completion date.
2. The UN will notify the Donor when all activities relating to the contribution have been completed. A certified final financial report on income and expenditures, including a statement of unused balances will be sent to the donor no later than 18 months after the financial year in which operational completion of project/programme takes place and the remaining balances has been reconciled and fully verified.
3. Notwithstanding the operational completion of the programme/project, the UN will continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the programme/project have been satisfied and programme/project activities brought to an orderly conclusion until the expiry date of the programme/project. The UN will not make any further disbursement after the financial closing date.
4. If the unutilized payments prove insufficient to meet such commitments and liabilities, the UN will notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
5. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied will be reallocated by the UN. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied will be refunded to the Donor or reallocated by the UN, but only after consultation with the Donor.

Article VIII. Termination of the Arrangement

1. After consultations have taken place between the Donor and the UN, and provided that the payments already received are, together with other funds available to the programme/project, sufficient to meet all commitments and liabilities incurred in the implementation of the programme/project, this Arrangement may be terminated by the UN or by the Donor. The Arrangement will cease to be in effect 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Arrangement.
2. Notwithstanding termination of all or part of this Arrangement, the UN will continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of all or the part of the project, for which this Arrangement has been terminated, have been satisfied and project activities brought to an orderly conclusion until the termination date of the programme/project. The UN will not make any further disbursement after the financial closing date.
3. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied will be reallocated by the UN. Any funds above 5,000 USD (five thousand US Dollars)

that remain unexpended after all commitments and liabilities have been satisfied will be refunded to the Donor or reallocated by the UN, but only after consultation with the Donor.

Article IX. Anti-corruption

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, the UN will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations and the financial regulations and rules applicable to the UN, including UNDP.

Article X. Notices

The officers responsible for coordination of all matters related to this Arrangement are:

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

Name: Mr. Luigi Maria Vignali
Title: Director-General, Directorate-General for Italian Citizens Abroad and Migration Policies
Contact information: dgit-05@esteri.it

For the UN

Name: Khardiata Lo Ndiaye
Title: UN Resident Coordinator, a.i. Niamey, Niger
Contact information: khardiata.lo.ndiaye@one.un.org

Article XI. Amendment of the Arrangement

The Arrangement may be amended through an exchange of letters between the Donor and the UN. The letters exchanged to this effect will become an integral part of the Arrangement.

Article XII. Differences in interpretation

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

Nothing in this Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article XIV. Effectiveness

1. This Arrangement takes effect upon the signature of this Arrangement by the Parties hereto, on the date of the last signature.
2. Based on the date of the contribution and the activity period of the project, the operational completion date of the project is therefore set to 30 June 2021.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Arrangement in the English language in two originals.

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

For the United Nations:

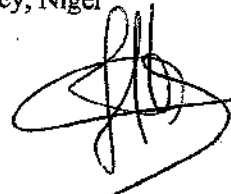
Mr. Luigi Maria Vignali
Director-General for Italian Citizens Abroad
and Migration Policies

Ms. Khardiata Lo Ndiaye
Resident Coordinator, a.i.
Niamey, Niger



(Date)

26/6/2020



(Date)

26/06/2020



Annex 1: Project document, including the budget