

Grant Arrangement
between
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF
WOMEN (“UN Women”);
And
THE DIRECTORATE GENERAL FOR ITALIAN CITIZENS ABROAD AND MIGRATION POLICIES
of
Italian Ministry of Foreign Affairs
 (“the Donor”)
(Both separately and jointly the “Party” or the “Parties”)

WHEREAS the Donor hereby agrees to contribute funds to UN Women for the implementation of the project “Promouvoir et protéger les droits des femmes et des filles migrantes dans la région du Tahoua, au Niger” (Promotion and protection of the rights of migrant women and girls in the region of Tahoua, Niger) (the “Project”), as described in the approved UN Women Project Document.

WHEREAS UN Women is prepared to receive and administer the Contribution for the implementation of the Project;

WHEREAS UN Women shall directly implement the Project or designate an implementing partner to implement the Project;

NOW THEREFORE, UN Women and the Donor hereby agree as follows:

Article I. Arrangement Documents

1. This document, together with the Annexes attached hereto, all of which are incorporated herein and made part hereof, constitute the entire arrangement between UN Women and the Donor in relation to the Contribution (“Arrangement”) and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.
2. The documents comprising this arrangement are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply to this document.
 - a) First, this document;
 - b) Second, project document;

If applicable, pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the Project cost shall be paid to finance the United Nations Resident Coordination System. This amount, hereinafter referred to as the “Coordination Levy” will be held in trust by UN Women until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges that once the Coordination Levy has been transferred by UN Women to the United Nations Secretariat, UN Women 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 is additional to the costs of UN Women to implement the activity or activities covered by the Contribution. Accordingly, there is no requirement for United Nations Secretariat 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 UN Women. As deemed necessary by the Donor however, specially 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 to the United Nations Development Coordination Office. The responsibility to refund the levy lies with the Secretariat, and not with UN Women.

Article II. Effective Date. Term of Agreement

1. This Arrangement shall take effect on the date both Parties have signed this arrangement, or if the Parties have signed it on different dates, the date of the latest signature (the "Effective Date").
2. This arrangement shall remain in effect from the Effective Date until the delivery of the final certified financial statement as provided under Article V, unless earlier terminated in accordance with the terms of this Agreement.

Article III. The Contribution

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UN Women the amount of 449,729.50 Euros ("the Contribution"), of which 4,452.76 euros for the 1% UN coordination levy. The Contribution shall be deposited in the following bank account:

Bank Name: [REDACTED]
Address: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]
SWIFT Code: [REDACTED]
Wire Routing Number: [REDACTED]

Reference: "Promouvoir et protéger les droits des femmes et des filles migrantes dans la région du Tahoua, au Niger" (Promotion and protection of the rights of migrant women and girls in the region of Tahoua, Niger)

<u>Schedule of payments</u>	<u>Amount</u>
In full in one single instalment within ninety (90) days of signature of this Agreement by both Parties.	449,729.50 Euros

2. The Donor will inform UN Women when the Contribution and if applicable, the Coordination Levy, is paid via an e-mail message with remittance information to UN Women Headquarters Finance, to finance.donoragreements@unwomen.org. Upon receiving the contribution, UN Women will provide the Donor with a written confirmation thereof.
3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of implementation of the Project activities. It may be amended in accordance with Article XVIII below to be consistent with the progress of Project delivery.
4. If the currency of the Contribution and if applicable, the Coordination Levy, is not United States Dollars (USD), the value of the payment shall 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 UN Women of the payment, the value of the balance of funds still held at that time will be adjusted accordingly.
5. UN Women shall receive and administer the Contribution and carry out the activities for which it is responsible under this arrangement in accordance with its regulations, rules, policies and procedures.
6. All financial accounts and statements shall be expressed in USD.

Article IV. Utilization of the Contribution

1. The implementation of the responsibilities of UN Women pursuant to this arrangement and the Project Document shall be dependent on receipt by UN Women of the Contribution in accordance with the schedule of payment as set out in Article III, paragraph 1.
2. If the payments referred to in Article III, paragraph 1 above are not received in accordance with the payment schedule, the assistance to be provided to the Project under this Arrangement may be reduced, suspended or terminated by UN Women in accordance with its regulations, rules, procedures and policies.
3. Any interest income attributable to the Contribution shall be utilized in accordance with the regulations, rules, procedures and policies of UN Women.

Article V. Administration and Reporting

1. UN Women shall provide to the Donor the following reports prepared in accordance with UN Women's standard procedures and formats:
 - (i) A final report summarizing Project activities and the results of those activities as well as provisional financial data, to be submitted within four (4) months of the date of operational completion or termination of the Project as defined in Article XIV, paragraph 1 below; and
 - (ii) A final certified financial statement, to be submitted by 30 June of the year following the financial completion of the Project as defined in Article XIV, paragraph 3 below.

- (iii) Narrative and uncertified financial reports which will cover progress achieved every six (6) months of implementation of the Project, to be provided three (3) month after the end of the six-month period.

2. Following the submission of the final certified financial statement, any unspent balance above one thousand (1,000) USD shall be returned to the Donor unless otherwise agreed in writing by the Parties. If there are multiple donors contributing to the Project, any refund of the remaining amounts shall be in amounts proportionate to each donor's individual contribution.

Article VI. Administrative and Support Services

The Contribution shall be subject to a cost recovery fee of 8% for general management support costs. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of any implementing partner for the Project, will be identified in the Project budget and borne by the Project accordingly.

Article VII. Monitoring

Monitoring of the Project will be undertaken in accordance with the Project Document. The Parties will hold consultations at least annually, as appropriate, to review the status of the Project. In addition, the Parties shall discuss any substantive revisions to the Project and promptly inform each other about any significant circumstances and major risks, which interfere or threaten to interfere with the successful achievements of the results outlined in the Project Document, financed in full or in part through the Contribution.

Article VIII. Evaluation

Any evaluation of the Project shall be in accordance with the UN Women Evaluation Policy and UN Evaluation Group norms and standards and shall be carried out by external independent evaluators. UN Women shall be responsible for commissioning, planning and managing the evaluation. The evaluation report will be posted on the website designated by UN Women.

Article IX. Ownership of Equipment, Supplies and Intellectual Property

1. Ownership of equipment and supplies procured using the Contribution under this arrangement will be determined in accordance with UN Women's regulations, rules, policies and procedures, including any agreement with the relevant host government if applicable, and shall be the subject of separate agreement.
2. UN Women shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this arrangement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement ("IP Rights"). UN Women shall treat such IP Rights in accordance with UN Women's regulations, rules, policies and procedures, as well as in accordance with the relevant provisions of any basic assistance agreement concluded between UN Women and the host government concerned.

Article X. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures in accordance with the regulations, rules, policies and procedures of UN Women. Disclosure of audit reports is regulated by the audit disclosure practice of UN Women.

Article XI. Recognition

Subject to its regulations, rules, policies and procedures, UN Women shall take appropriate measures to publicize the Project. Information given to the press, to the beneficiaries of the Project, all related publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the host government if applicable, the Donor, and any other relevant entities.

Article XII. Use of Name, Abbreviation or Logo

1. The Donor acknowledges that it is familiar with UN Women's ideals and objectives and recognizes that UN Women's name, abbreviation or logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UN Women. Any use by the Donor of the UN Women name or logo is subject to consultations between the Parties and the prior agreement of UN Women.
2. In addition, if the Donor is a non-governmental organization or a private entity, in no event will authorization to use the UN Women name, abbreviation or logo be granted for commercial purposes, and the Donor shall not represent, directly or indirectly, that the Donor's activities, products or services have been approved or endorsed by UN Women.

Article XIII. Confidentiality, Disclosure and Transparency

1. It is understood and agreed that all external and internal information with respect to this arrangement, except for information explicitly categorized by either Party as confidential and without limitation to Article X, is subject exclusively to the disclosure and transparency requirements of UN Women in accordance with its regulations, rules, policies and procedures, as well as the International Aid Transparency Initiative.
2. The Parties agree that the documents provided or generated in connection with this arrangement may be made available to the public only after both Parties have granted their written consent to such disclosure.

Article XIV. Completion or Termination of the Project

1. The Project shall be considered operationally completed when all operational activity connected with the Project has been completed or ceased. UN Women shall notify the Donor when it considers that the Project has been operationally completed or when the Project has been terminated.
2. Notwithstanding the operational completion or termination of the Project, UN Women shall continue to hold the unutilized payments until all commitments and liabilities incurred in the implementation of the Project have been satisfied and Project activities brought to an orderly conclusion. If the unutilized payments prove

insufficient to meet such commitments and liabilities, UN Women shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

3. The Project, when it has been operationally completed, or terminated, and all financial transactions have been recorded and the project accounts closed, shall be considered financially completed. The financial completion of the Project shall be accomplished within twelve (12) months after the month in which it is operationally completed or terminated.

Article XV. Termination of the Arrangement

1. After consultations have taken place between the Donor and UN Women and provided that the payments already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project, either Party may terminate the arrangement in whole or in part, upon thirty (30) days' notice in writing, to the other Party.
2. Notwithstanding termination of all or part of this Arrangement, UN Women shall 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.

Article XVI. Anti-terrorism

Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, UN Women is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, UN Women recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. UN Women will use all reasonable efforts to ensure that the Contribution is not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Arrangement, UN Women determines that there are credible allegations that the Contribution has been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime it will as soon as it becomes aware of it inform the Donor and, in consultation with the Donor as appropriate, determine an appropriate response.

Article XVII. Prevention of Corruption and Fraud

1. Both the Donor and UN Women are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the Charter of the United Nations, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and UN Women's Financial Rules and Regulations, UN Women 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 UN Women, observe the highest standard of ethics and integrity.
2. UN Women personnel and third parties engaged by UN Women, in accordance with UN Women's regulations, rules, policies and procedures, and contractual arrangements, are required to report any allegations of fraud and corruption to the Investigations Division of the Office of Internal Oversight Services of the United Nations (OIOS), the body mandated by UN Women to provide independent and objective investigation services.

3. If at any stage, OIOS informs UN Women of an investigation into allegations of fraud and corruption that are identifiable as allegations relating to any activities funded in whole or in part with a Contribution made under this Arrangement, UN Women will give notification on a confidential basis to the Donor to the extent that such notification is consistent with UN Women's regulations, rules, policies and procedures.
4. The Parties acknowledge that information relating to allegations of fraud and other misconduct, subsequent investigations and post-investigation actions are to be treated confidentially and with utmost discretion in order to ensure inter alia the probity and confidentiality of any investigation, to maximize the prospect of recovery of funds, to ensure the safety and security of persons or assets, and to respect the due process rights of all involved.
5. The Parties further acknowledge that consideration of disclosure to the Donor by UN Women shall be governed by these principles, and that during the investigative process UN Women is reliant upon information that is provided to it by OIOS, and that OIOS will determine what information it is appropriate to share with UN Women in accordance with its own regulations, rules, policies and procedures.
6. 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 Arrangement, UN Women will:
 - (a) Use reasonable efforts to recover any part of the Contribution, which OIOS has established as being diverted through fraud or corruption;
 - (b) As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which UN Women has recovered further to sub-section (a) above, or credit it to a mutually agreed activity; and
 - (c) In consultation with the UN Office of Legal Affairs, give proper consideration to referring credible allegations to the appropriate authorities of the Member State against whose nationals such allegations are made and to the provisions of General Assembly resolution 62/63.
7. Any information provided to the Donor in relation to any matters arising under this Article shall be treated by the Donor as strictly confidential, subject to any requirement imposed by law or as required (as reasonably determined by the Donor) in relation to an investigation of the Donor, in which case the Donor will consult with UN Women prior to the publication or release of information regarded as confidential and use all reasonable efforts to ensure such disclosures are kept confidential by the recipient.
8. Any action further to the above paragraphs shall be consistent with UN Women's regulations, rules, policies and procedures and promptly notified to the Donor.

Article XVIII. Amendment of the Arrangement

The present arrangement and any Annexes thereto may be amended only by written agreement between the Parties, which shall form an integral part of this Agreement.

Article XIX. Settlement of Disputes

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.

Article XX. Privileges and Immunities

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

Article XXI. Notices

1. Except as otherwise specified in this Arrangement, all notices and other communications between the Parties required or contemplated under this Arrangement shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) email, transmitted to the Party for whom such notice or communication is intended, at the address or email shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Arrangement:

If to the Donor:

Ministry of Foreign Affairs of Italian Republic– 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

If to UN Women:

Adama Moussa
Representative in charge of UN Women Niger office
Cite STIN couloir Pharmacie Saye
BP 11207
Niamey, Niger
Tel: 00227 92 18 14 50
Email: adama.moussa@unwomen.org

2. Notices and other communications required or contemplated by this Arrangement delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by e-mail shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the e-mail confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

Article XXII. Miscellaneous

1. No terms or provisions of this arrangement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Agreement shall constitute a consent to, or excuse or waiver of, any other subsequent breach.
2. If any provision of this arrangement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
3. Headings and titles used in this arrangement are for reference purposes only and shall not be deemed a part of this Agreement for any purpose whatsoever.
4. This Arrangement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.
5. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.
6. This Arrangement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third-party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

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

For the Donor:

Name: Mr. Luigi Maria Vignali

Title: Director General
Ministry of Foreign Affairs-
Directorate General for Italian Citizens Abroad
and Migration Policies - Italy

Date:

Signature:

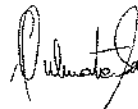
For UN Women

Name: Ms. Oulimata Sarr

Title: Regional Director, West and Central Africa

Date: 18 JUNE 2020

Signature:



Firmato Digitalmente da/Signed by:
LUIGI MARIA VIGNALI

In Data/On Date:
venerdì 19 giugno 2020 11:51:28