

**BILATERAL ARRANGEMENT
BETWEEN
THE DIRECTORATE GENERAL ITALIAN CITIZENS ABROAD AND MIGRATION POLICIES OF
THE ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION (THE
DONOR)
AND
THE UNITED NATIONS CAPITAL DEVELOPMENT FUND (UNCDF)**

WHEREAS the Directorate General for Italian Citizens Abroad and Migration Policies of the Italian Ministry of Foreign Affairs and International Cooperation (hereinafter referred to as the "Donor") hereby agrees to contribute funds to UNCDF on a cost-sharing basis (hereinafter referred to as "the Contribution") for the implementation of "Improving the livelihoods of the migrant communities and creating job opportunities in Niger" (hereinafter referred to as "the Project"), as described in the Project document attached in Annex 2 and submitted to the Donor for information.

WHEREAS UNCDF is prepared to receive and administer the Contribution for the implementation of the Project,

WHEREAS the Government of Niger has been duly informed of the Contribution of the Donor to the Project,

NOW THEREFORE, UNCDF and the Donor hereby agree as follows:

Article I. The Contribution

1. (a) The Donor shall contribute to UNCDF the amount of 300,000 Euro, of which 2,970 Euro are for *Coordination Levy*. The full amount of the Contribution shall be deposited in 1 (one) instalment within 90 (ninety) days from the date of signature of this Arrangement into the following bank account^{1 2},

Contribution Acct: [REDACTED]
Bank Name: [REDACTED]
Bank Address: [REDACTED]
SWIFT Address: [REDACTED]
Account Number: [REDACTED]
Currency Type: EUR
Reference: UNCDF Niger

(b) The Donor will inform UNCDF when the Contribution is paid via an e-mail message with remittance information to uncdf.contribution@uncdf.org, providing the following information: donor's name, UNCDF, Access to Finance for Refugees & Host Communities in Niger, donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNCDF.

2. The value of the payment, if made in a currency other than United States dollars, 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

¹ Please note that the currency of the bank account should be the same as the currency of the contribution.

² See Annex 1 for information on Coordination Levy.

the United Nations operational rate of exchange prior to the full utilization by the UNCDF 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, UNCDF shall 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 Project may be reduced, suspended or terminated by UNCDF

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of Project delivery.
4. UNCDF shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNCDF.
5. All financial accounts and statements shall be expressed in Euros.

Article II. Utilization of the Contribution

1. The implementation of the responsibilities of UNCDF and of the Implementing Partner pursuant to this Arrangement and the Project document shall be dependent on receipt by UNCDF of the Contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above. UNCDF shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNCDF shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavours to make available to UNCDF 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 Project under this Arrangement may be reduced, suspended or terminated by UNCDF.
4. Any interest income attributable to the Contribution shall be credited to UNCDF Account, retained by UNCDF and shall be utilized in accordance with established UNCDF procedures.

Article III. Administration and reporting

1. Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNCDF and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.
2. UNCDF shall provide to the Donor the following reports in accordance with UNCDF accounting and reporting procedures.
 - (a) From the country office (or relevant unit at headquarters in the case of regional and global projects), a report of Project progress for the duration of this Arrangement every 6 (six) months, as well as the latest available approved budget, within one month from the end of each reporting period.



(b) From the country office (or relevant unit at headquarters in the case of regional and global projects) within three months after the date of completion or termination of this Arrangement, a final report summarizing Project activities and impact of activities as well as provisional financial data.

3. If special circumstances so warrant, UNCDF may provide more frequent reporting at the expense of the Donor on the basis of the available funds of the project.

Article IV. Administrative and support services

1. In accordance with the decisions, policies and procedures of UNCDF's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNCDF headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee equal to 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be 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 Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Project under this Arrangement as well as funds which may be available to the Project for Project costs and for support costs under other sources of financing.

Article V. Evaluation

All UNCDF Programmes and Projects are evaluated in accordance with UNCDF Evaluation Policy. UNCDF in consultation with other stakeholders, including donors, will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. UNCDF shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

Article VI. Equipment

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

Article VII. Auditing

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

Article VIII. Completion of the Arrangement

1. UNCDF shall notify the Donor when all activities relating to the Project have been completed in accordance with the Project document.



2. Notwithstanding the completion of the Project, UNCDF shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNCDF shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. In cases where the Project is completed in accordance with the project document any funds below 5,000 EUR (five thousand Euros) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNCDF. Any funds above 5,000 EUR (five thousand Euros) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNCDF after consultation with the Donor.

Article IX. Termination of the Arrangement

1. This Arrangement may be terminated by UNCDF or by the Donor after consultations between the Donor and UNCDF, and provided that the funds from the Contribution 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. This Arrangement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Arrangement.
2. Notwithstanding termination of all or part of this Arrangement, UNCDF shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. In cases where this Arrangement is terminated before Project completion any funds below 5,000 EUR (five thousand Euros) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNCDF. Any funds above 5,000 EUR (five thousand Euros) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNCDF after consultation with the Donor.

Article X. Prevention of Corruption and Fraud

1. Both the Donor and UNCDF are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and UNCDF Financial Rules and Regulations and Procurement Manual, UNCDF 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 UNCDF, observe the highest standard of ethics and integrity.
2. UNCDF, in accordance with its regulations, rules and directives, will ensure that any allegations of fraud and corruption in connection with the implementation of the Project are reported to the Office of Audit and Investigations (OAI) in a timely manner. Credible allegations will be investigated by OAI in accordance with its regulations, rules, policies and procedures. UNCDF will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by UNCDF.
3. 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, UNCDF will:



- a. Use reasonable efforts to recover any part of the Contribution, which OAI has established as being diverted through fraud or corruption;
 - b. In connection with (a) above, in consultation with the UN Office of Legal Affairs, give proper consideration to referring the matter to the appropriate authorities of the Member States where the fraud or corruption is believed to have occurred and to the provisions of General Assembly resolution 62/63; and
 - c. As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which UNCDF has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.
4. Any information provided to the Donor in relation to any matters arising under the Article shall be treated by the Donor as strictly confidential.

Any action further to the above paragraphs shall be consistent with UNCDF regulations, rules and directives.

Article XI. Settlement of Disputes

Any dispute, controversy or claim arising out of this Arrangement shall be resolved amicably between the Parties.

Article XII: Notice

Any notice or correspondence between UNCDF and the Donor will be addressed as follows:

- (a) To the Donor:

Ministry of Foreign Affairs and International Cooperation – Directorate General for Italian Citizens
Abroad and Migration Policies
Mr. Luigi Maria Vignali
Piazza della Farnesina 1, 00135 - Rome
Email: dgit-05@esteri.it

- (b) Upon receipt of funds, UNCDF shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNCDF.

Donor email address: dgit-05@esteri.it

Attention: Mr. Luigi Maria Vignali

- (c) To UNCDF:

Mrs. Esther Pan Sloane
Head of Partnerships, Policy and Communications
United Nations Capital Development Fund
Two United Nations Plaza, 26th Floor
New York, NY 10017



Article XI. Amendment of the Arrangement

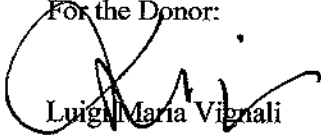
This Arrangement may be amended through an exchange of letters between the Donor and UNCDF. The letters exchanged to this effect shall become an integral part of this Arrangement.

Article XII. Entry Into Effect

This Arrangement shall enter into effect upon the signature of this Arrangement by the parties hereto, on the date of the last signature. It will remain in force until completion of all responsibilities of the Parties under this Arrangement.

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

For the Donor:



Luigh Maria Vignali

Director General
Ministry of Foreign Affairs and International
Cooperation – Directorate General for
Italian Citizens Abroad and Migration Policy

(Date) 18/6/2020

For the United Nations Capital Development Fund:

Judith Karl
Judith Karl



Executive Secretary

(Date) 18-Jun-2020

Annex 1: Coordination Levy (United Nations General Assembly Resolution A/RES/72/279)
Annex 2: Project document (attached separately)

**ANNEX 1– COORDINATION LEVY
UNITED NATIONS GENERAL ASSEMBLY RESOLUTION A/RES/72/279**

The present Annex is an integral part of the Arrangement for implementation of the project titled “Improving the livelihoods of the migrant communities and creating job opportunities in Niger”.

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 total Project cost shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by UNCDF 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 and agrees that once the coordination levy has been transferred by UNCDF 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 entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNCDF’s cost recovery and is additional to the costs of UNCDF to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNCDF to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNCDF. As deemed necessary by the donor, however, 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.

UNCDF will not administer the coordination levy. UNCDF will not report on the use of the coordination levy. UNCDF does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

A Contribution of 300,000 Euro is made under the Arrangement. In addition to the Project cost, the Donor is paying a coordination levy amount of 2,970 Euro. This coordination levy amount will be transferred to UNCDF at the bank account indicated in the Arrangement as part of the Contribution.

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a smaller, more complex mark.