

## GRANT ARRANGEMENT

BETWEEN

THE DIRECTORATE GENERAL FOR ITALIAN CITIZENS ABROAD AND MIGRATION POLICIES OF THE ITALIAN  
MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

(hereafter referred to as the “Donor”)

AND

THE OFFICE OF  
THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES, an organ of the United Nations, with its  
headquarters located at 94 rue de Montbrillant, 1202 Geneva, Switzerland

(hereafter referred to as “UNHCR”)

### PREAMBLE

**Whereas** the mandate of the Office of the United Nations High Commissioner for Refugees is to protect and assist refugees and other persons of its concern world-wide and to seek durable solutions to their plight;

**Whereas** UNHCR is firmly committed to support and contribute to humanitarian action and in this context to provide life-saving assistance to vulnerable refugees and asylum-seekers through humanitarian evacuations;

**Whereas** the Donor has an interest in promoting and contributing to offer protection and assistance to refugees and other persons of concern falling under UNHCR’s mandate;

**Whereas** the Donor and UNHCR are convinced of the importance of a joint co-operation to pursue this objective by establishing mechanisms to contribute to the achievement of this common objective;

**Recognising** that UNHCR’s operations are funded by voluntary contributions from, among other sources, Member States of the United Nations;

**Whereas** the Donor has decided to make funds available to UNHCR for implementing its programme of assistance to refugees and vulnerable persons in Niger by supporting the Activities described in the project “Protection et assistance aux réfugiés et demandeurs d’asile dans la ville d’Agadez”

**Bearing in mind** their humanitarian interest and the reciprocal advantages, which would result from their joint co-operation to pursue this objective;

**Now, therefore**, the Directorate General for Italian Citizens Abroad and Migration Policies (DGIT) of the Ministry of Foreign Affairs and International Cooperation of the Italian Republic and UNHCR (hereinafter referred to collectively as the “Parties”) hereby agree as follows:

#### Article I: Arrangement documents

1.1 This document, together with the other named documents annexed hereto and referred to below, constitute the entire arrangement (the “Arrangement”) between UNHCR and the Donor in relation to the Grant made pursuant hereto:

- Annex 1: UNHCR General Conditions for Grant Arrangement
- Annex 2: UNHCR Project Description, Specific Activities Funded by the Donor and Detailed Activities Budget

1.2 This Arrangement embodies the entire arrangement of the Parties with regard to the Grant (as defined below) made pursuant hereto and supersedes all prior representations, arrangements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, responsibilities

or arrangements, oral or written, relating to the subject-matter hereof exist between the Parties except as herein expressly set forth.

1.3 Any document or receipt issued in connection with this Arrangement shall be consistent with and subject to the terms and conditions of this Arrangement and, in case of any inconsistency, the terms and conditions of this Arrangement shall prevail.

#### **Article II: Purpose of the Arrangement**

2.1 The purpose of this Arrangement is to record the Donor's will to provide financial assistance to UNHCR in the form of a Grant (as defined below) to support the initiative: "Protection et assistance aux réfugiés et demandeurs d'asile dans la ville d'Agadez" (the "**Project**"), and the conditions attached to such financial assistance.

2.2 A description of the Project ("**Project Description**") including project outcome and specific activities funded by the Donor pursuant hereto (the "**Activities**") together with the Project budget approved by the Donor (the "**Activities Budget**") are set out in Annex 2 to this Arrangement.

#### **Article III: Period of Arrangement**

3.1 This Arrangement will take effect upon signature by both Parties, and will remain valid until all obligations under this Arrangement have been fulfilled, unless terminated earlier in accordance with Article XVI of Annex 1 hereto.

3.2 It is currently expected that the Activities funded by the Donor will be completed within 12 months of its start. Any change foreseen in the schedule of Activities will be dealt with in accordance with Article VII of Annex 1.

#### **Article IV: Grant amount and payment mechanism**

4.1 The Donor hereby agrees to contribute the amount of EUR 2,150,000.00 (the "**Grant**") to UNHCR.

4.2 This Arrangement and all operations on the Grant are subject to the "UNHCR General Conditions applicable to Grant Arrangements", which are hereby incorporated by reference and a copy of which is annexed hereto as Annex 1.

4.3 The Grant will be utilised for the implementation and operation of the Activities and in accordance with the Activities Budget attached to Annex 2. It is agreed and acknowledged that six point five per cent (6.5%) of the Grant will be allocated to overhead costs for activities related to internally displaced persons, reintegration, emergency appeals, and new yet mandate-related programmes.

4.4 The Grant shall be administered by UNHCR in accordance with UNHCR's rules, including the Financial rules for voluntary funds administered by the High Commissioner for Refugees ("**UNHCR Financial Rules**"), including UNHCR's rules on procurement.

4.5 Payment of the Grant shall be transferred to the following bank account:

|                            |                            |
|----------------------------|----------------------------|
| Bank Name:                 | UBS AG                     |
| Bank Address:              | PO Box 2770, 1211 Geneva 2 |
| SWIFT Address:             | UBSWCHZH80A                |
| Account Number:            | FP10 2674 2                |
| IBAN Number:               | CH72 0024 0240 FP10 2674 2 |
| Beneficiary Account Title: | UNHCR Voluntary Funds      |
| Currency Type:             | EUR                        |
| Payment Reference:         | D0169                      |
| Amount:                    | 2,150,000.00               |

4.6 The Grant shall be paid in one lump sum no later than 31 December 2020. Upon receiving the contribution, UNHCR will provide the Donor with written confirmation thereof.

4.7 Any financial burden incurred during the implementation of this Arrangement shall not create additional expenses other than those currently foreseen in the Italian financial budget.

**Article V: Meetings**

5.1 Ad-hoc meetings shall be called as the need may arise to review matters of mutual interest.

**Article VI: Liaison and communication**

6.1 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 addresses:

For the Donor:

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

Email: [dgit.segreteria@esteri.it](mailto:dgit.segreteria@esteri.it)  
[dgit-05@esteri.it](mailto:dgit-05@esteri.it)

Piazzale della Farnesina 1  
00135 Rome  
Italy

For UNHCR:

Division of External Relations - Donor Relations  
and Resources Mobilisation Service

Email: [hqfr00@unhcr.org](mailto:hqfr00@unhcr.org)

94, Rue de Montbrillant  
1201, Genève  
Switzerland

**Article VII: Reporting**

7.1 UNHCR shall make available the following reports, in accordance with UNHCR Financial Rules:

(a) Interim narrative reports every six (6) months concerning progress achieved in the implementation of the Project, to be provided one (1) month after the end of each six-month period;

(b) Within 180 days after the implementation of all Activities funded by the Donor, UNHCR shall provide the Donor with a final narrative and financial report covering the whole period of implementation of the Activities, as well as the UNHCR's annual Global Report;

(c) In line with UNHCR Financial Rules, the annual financial statements of UNHCR are audited and reported upon by the Board of Auditors to the General Assembly. UNHCR accounts for the use of funds on an annual basis to UNHCR's Executive Committee and to the General Assembly of the United Nations and will provide its annual financial report and audited financial statements together with the Report of the Board of Auditors to the Donor as soon as this report becomes available;

(d) The Donor has access to the internal audit reports which are published on the Office of Internal Oversight Services' website (<https://oios.un.org/page?slug=report>), in accordance with the resolutions of the General Assembly of the United Nations, respectively A/RES/59/272 adopted on 23 December 2004, A/RES/67/258 adopted on 12 April 2013 and A/RES/69/253 adopted on 29 January 2015.

7.2 The Donor reserves the right to request additional information regarding progress of project implementation when needed.

**Article VIII: Publicity, and use of the name, emblem or official seal of the United Nations or of UNHCR:**

8.1 The Donor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has entered into a grant arrangement with the UNHCR, nor shall the Donor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with the Grant or otherwise without the permission of UNHCR.

8.2 Notwithstanding Article 8.1 above, the Donor is hereby permitted to publish the name and address of UNHCR, the purpose of the Grant and the amount of the Grant.

*For and on behalf of*  
The Ministry of Foreign Affairs and  
International Cooperation - Directorate  
General for Italian Citizens Abroad and  
Migration Policies - Italy

Signature

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Luigi Maria Vignali  
Director-General

Date:  
Rome

*For and on behalf of*  
The United Nations High Commissioner for  
Refugees

Signature

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Paul Stromberg  
Head of Service  
Donor Relations and Resources Mobilisation  
Service

Date: 10 June 2020  
Geneva

## ANNEX 1

### UNHCR GENERAL CONDITIONS APPLICABLE TO GRANT ARRANGEMENTS

#### **Article I: Definitions**

1.1 Capitalised terms used herein shall have the meaning ascribed to them in the Arrangement to which these general conditions are attached.

#### **Article II: Status of the Parties**

2.1 Nothing in this Arrangement will be deemed or construed to create, or have been intended to create, an unincorporated business, a business partnership at law, joint venture, or any employment or agency relations between the Donor and UNHCR.

#### **Article III: Liability**

3.1 UNHCR shall be fully responsible for its own staff and other personnel or sub-contractors and for the services that they perform.

#### **Article IV: Interest**

4.1 Any interest accruing from the Grant will be recorded in accordance with UNHCR Financial Rules and used for humanitarian aid activities approved by the Executive Committee of the High Commissioner's Programme.

#### **Article V: Monitoring**

5.1 UNHCR shall monitor and evaluate the implementation of the Project, including specific activities which the Donor agreed to fund, in accordance with its applicable rules, regulations, policies and procedures.

5.2 UNHCR will provide to the Donor the opportunity to participate in annual donor missions, as well as ad hoc missions, to visit UNHCR's field operations relating to the activities that have received funding from the Donor. Any costs relating to visits by the Donor's own agents shall be covered by the Donor.

#### **Article VI: Reporting**

6.1 The reports which UNHCR agrees, in the Arrangement, to provide to the Donor shall be prepared in accordance with UNHCR's Financial Rules and regulations and administrative policies and practices.

6.2 Reports by UNHCR shall be expressed in US dollars. Where necessary, Grants, expenditures and income shall be converted into US dollars using the relevant operational rate of exchange set by the UN Treasury Department.

#### **Article VII: Changed Circumstances**

7.1 Prior Notification and acceptance of Revisions

7.1.1 If implementation so warrants, UNHCR will submit revisions of the Project or of the activities that have received funding from the Donor to inform the Donor in writing of any change from agreed plans and budgets or project outcome.

7.1.2 The Parties accept that if the revision proposes a change in the nature of the Project or the activities that have received funding from the Donor or of outputs, within the context of the original agreed plans or project outcomes, such revision requires the Donor's approval if it implies a reallocation representing more than fifteen per

cent (15%) of the agreed budgeted amount(s) for the single relevant budget components.

7.1.3 The Parties accept that if the revision proposes an extension of the duration of, or a delay in the commencement of, the Project or the activities that have received funding from the Donor, such revision requires the Donor's approval.

## 7.2 Amendment

The revision(s) mentioned above under article 7.1 will not require an amendment to the Arrangement; except that, in the cases mentioned under article 7.2.1 below, UNHCR must notify the Donor of the proposed revision(s) and the Donor will inform UNHCR of its decision in writing no later than six weeks after receipt of the request for revision; and approval of the proposed revision(s) will be formalized by an amendment in writing:

7.2.1 if the revision is to substantially change the scope, or the objectives of, the Project or of the activities that have received funding from the Donor.

## **Article VIII: Visibility**

8.1 Where possible and in accordance with UNHCR's rules and regulations, and unless the Donor agrees or requests otherwise, UNHCR shall take appropriate measures to accord the Donor the maximum visibility possible to acknowledge the fact that the Project was implemented with the financial support of the Donor.

## **Article IX: Equipment and Material Purchases**

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

## **Article X: Assignment**

10.1 The rights and obligations of UNHCR under this Arrangement shall not be assigned by UNHCR without the prior written consent of the Donor.

## **Article XI: Audit**

11.1 The Donor agrees that UNHCR will be audited solely in accordance with UNHCR Financial Rules. All financial transactions and related activities covered by UNHCR Financial Rules shall be subject to audit by internal auditors and the United Nations Board of Auditors.

## **Article XII: Settlement of disputes**

12.1 Any controversy or dispute arising out of this Arrangement shall be settled by negotiation between the Parties.

## **Article XIII: Privileges and Immunities**

13.1 Nothing contained in this Arrangement shall be deemed a waiver expressed or implied of any privileges and immunities of UNHCR or the United Nations as set out in in the Charter of the United Nations and the Convention on the privileges and immunities of the United Nations adopted by the General Assembly of the United Nations, on 13 February 1946, and any other applicable instrument.

## **Article XIV: Amendments**

14.1 This Arrangement may be amended at the request of either Party with the written consent of the Parties through a simple exchange of letters.

## **Article XV: Suspension**

15.1 UNHCR may suspend implementation of activities that have received funding from the Donor in the event that:

- (a) it has not received payment of all or part of the Grant that is necessary to fund the activities that have received funding from the Donor. UNHCR shall inform the Donor as soon as possible in the event that it foresees that implementation of activities that have received funding from the Donor may need to be suspended, and in any event by the time that UNHCR commences to suspend implementation of activities that have received funding from the Donor. UNHCR and the Donor shall seek to resolve as fast as possible the cause for non-disbursement and suspension.
- (b) it determines that, as a result of *force majeure*, it is unable to perform a material portion of the activities that have received funding from the Donor or Project.

## **Article XVI: Termination**

16.1 This Arrangement may be terminated early as follows:

16.1.1 by UNHCR, in the event that the activities that have received funding from the Donor are suspended due to the reason set forth in Article 15.1 above for such a period that UNHCR reasonably determines that it is no longer reasonable or desirable to implement the activities that have received funding from the Donor using the Grant. In the event that UNHCR wishes to terminate this Arrangement early pursuant to the foregoing, UNHCR shall to the extent possible give the Donor reasonable advance notice in writing;

16.1.2 by the Donor, in the event that (a) UNHCR substantially deviates from agreed plans and budgets without providing to the Donor's reasonable explanation therefor, or that (b) UNHCR has failed to provide narrative and financial reports in accordance with the terms of this Arrangement. In this case, the Donor shall inform UNHCR in a written notice setting out the alleged shortcomings of UNHCR. UNHCR shall be given a period of at least 45 days within which to reply to the Donor to explain the reasons for the perceived shortcomings, and suggest solutions to avoid such a situation arising with the Donor in the future. In the event that the Donor and UNHCR are unable to resolve the matter, the Donor may terminate this Arrangement by giving UNHCR at least 60 days advance notice in writing; or

16.1.3 by mutual arrangement with effect as from the date as may be agreed upon among the Parties.

## **Article XVII: Consequences of expiration and of early termination**

17.1 Upon expiration or early termination of this Arrangement, the responsibilities of the Parties shall cease except (i) such rights and obligations as may have accrued on the effective date of termination or the date of expiration, (ii) UNHCR's rights and obligations regarding the auditing of its accounts and records, and (iii) UNHCR's rights and obligations under Article 17.2 below. In the case of expiration, any surplus remaining shall be disposed of as agreed by both parties.

17.2 In the event of early termination of this Arrangement, UNHCR will take all necessary steps to bring the activities that have received funding from the Donor to a close in an orderly and prompt manner and shall make every effort to keep expenditures for this purpose to a minimum. Until all activities that have received funding from the Donor are brought to an orderly conclusion, UNHCR shall continue to hold unutilized advance payments until all eligible commitments and liabilities incurred in the implementation of the activities that have received funding from the Donor are satisfied, it being understood that all commitments and liabilities incurred prior to the effective date of termination shall be met exclusively by funds from the Grant. Thereafter, any surplus remaining shall be disposed of as agreed by both parties.

**Article XVIII: Anti-Corruption**

18.1 The Parties will cooperate on preventing fraud and corruption in connection with this Arrangement, and UNHCR shall require that the staff involved in, and consultants/suppliers/contractors financed under this Arrangement refrain from offering third parties, or seeking, accepting or being promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as a fraudulent or corrupt practice.

18.2 In conformity with the decision of the Executive Committee of the High Commissioner's Programme, UNHCR provides, at the annual plenary session of ExCom, a summary report covering inquiries and main categories of investigations, the number of such types of investigations, the average time to complete investigations and a description of the related disciplinary action.