

T05-EUTF-NOA-LY-04 (T05.213)

All. n° 4

The European Union, represented by the European Commission (the "Contracting Authority"),
of one part,

and

Dipartimento della Pubblica Sicurezza,
Italian Ministry of Interior,
Via Tuscolana 1558 - 00173 Rome
Italy,

(the Organisation')

of the other part,

(individually a "Party" and collectively the 'Parties')

have agreed as follows:

The following provisions of the Delegation Agreement 'Support to Integrated Border and Migration Management in Libya - First Phase' concluded between the contracting authority and the organization on 15/12/2017 (the 'contract') are hereby supplemented/replaced as follows:

Article 1 - Purpose

1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement ("FAFA") signed between the European Union and the United Nations on 29 April 2003, as amended by Addendum No. 1 signed on 26 February 2014 and its further consolidated version applicable as of 1 January 2019.

Article 2 - Entry into Force, Implementation Period and Contracting Deadline

Implementation Period

2.3 The Implementation Period of the Agreement as laid down in Annex I is eighty four (84) months.

Contracting Deadline

2.4 Individual Procurement and Grant contracts implementing this Agreement shall be signed by the Organisation no later than eighty four (84) months from the date of entry into force of this Agreement.

Article 3 - Financing the Action

Remuneration

- 3.2 The remuneration of the Organisation by the Contracting Authority for the implementation of the activities entrusted under this Agreement shall be 4,97% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

The remuneration of the Co-Delegatce by the Contracting Authority for the implementation of the activities entrusted under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

Article 4 - Narrative and Financial Reporting and Payment Arrangement

- 4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment: **EUR € 27,279,629.42** [EUR € 17,279,629.42 (paid following the signature of the original contract) + EUR 10,000,000 (will be payed following the signature of this Addendum n°1)].

Further pre-financing instalments: **EUR 14,944,297.86** following the end of the 1st, 2nd, 3rd, 4th, 5th and 6th reporting periods, subject to the provisions of Annex II.

Article 5 – Communication language and contacts

- 5.3 Any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

European Commission,

Directorate-General for Neighbourhood and Enlargement Negotiations - NEAR

For the attention of the Head of Unit, DG NEAR R4

Head of Finance and Contracts Unit for the Neighbourhood,

[REDACTED]

[REDACTED]

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission

Directorate-General for Neighbourhood and Enlargement Negotiations - NEAR

The EU Emergency Trust Fund for stability and addressing root causes of irregular migration and displaced persons in Africa - North of Africa Window

For the attention of Mr. [REDACTED]

EUTF-NoA window Trust Fund Manager

[REDACTED]

[REDACTED]

For the Organisation:

For the attention of [REDACTED]

Direttore Centrale dell'Immigrazione e della Polizia delle Frontiere

Dipartimento della Pubblica Sicurezza

Italian Ministry of Interior

Rome (Italy)

Article 6 - Annexes

6.1 Annex I Description of the Action

The new version of Annex I Description of the Action (including the Logical Framework) is attached to this addendum.

Annex II.a Provisions applicable only to Co-Delegation Agreements

The Annex II.a is attached to this addendum

Annex III Budget for the Action

The new version of Annex III Budget for the Action is attached to this addendum.

- 6.2 In the event of a conflict between the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II "General Conditions" (including Annex II.a) and those of the other Annexes, the provisions of Annex II "General Conditions" (including Annex II.a) shall take precedence.

Article 7 – Additional specific conditions applying to the Action

- 7.1 The following shall supplement the General Conditions:

- 7.1.1 The following shall be added at the end of Article 2.6 of Annex II:

"The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion."

- 7.1.2 The following shall be added at the end of Article 22.3 of Annex II:

"d) have been the subject of a final judgement or of a final administrative decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
e) have been created with the intention described in point d) above as established by a final judgment or a final administrative decision."

- 7.1.3 For the purpose of this Agreement, the following legal entity is considered a Co-Delegatee:

International Organization for Migration (IOM)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 7.1.4 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Co-Delegatee may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
- b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;

MB
[Handwritten initials]
[Handwritten mark]

- v) costs of consumables and supplies specifically purchased for the operations of the project office;
- vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
- vii) costs of energy and water specifically supplied for the operations of the project office;
- viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) The Co-Delegatee declares the eligible direct costs of the project office as actual costs or for staff costs on the basis of unit costs determined by the Co-Delegatee according to its usual accounting practice;
- d) The Co-Delegatee declares as eligible only the portion of the capitalised and operating costs of project office which corresponds to the duration of the Action and
 - i) the rate of actual use of project office for the purposes of the Action; or
 - ii) the rate of use of a project office for the purposes of the Action, determined by the Co-Delegatee on the basis of a simplified allocation method, provided that the allocation method is compliant with the Co-Delegatee's usual accounting and management practices, applied in a consistent manner regardless of the source of funding, and based on an objective, fair and reliable allocation key.

All other terms and conditions of the contract remain unchanged. This addendum shall enter into force on the later date of signature by the parties.

Done in Brussels in three originals in the English language, one for the Contracting Authority, one for the Organisation and one for the Co-Delegatee.

For the Organisation

Name [Redacted]
 Position [Redacted]
 Signature [Redacted]
 Date 18.12.2020

For the Contracting Authority

Name [Redacted]
 Position [Redacted]
 Signature [Redacted]
 Date 17/12/2020

For the Co-Delegatee

Name [Redacted]
 Position [Redacted]
 Signature [Redacted]
 Date 17/12/2020

MB
 C
 W