

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code:	LBY/FITA/ME0066/2023

**PARTNERSHIP ARRANGEMENT
BETWEEN
THE DIRECTORATE GENERAL FOR ITALIAN CITIZENS ABROAD AND MIGRATION POLICIES
OF
THE ITALIAN MINISTRY OF FOREIGN AFFAIRS
AND INTERNATIONAL COOPERATION
AND
THE INTERNATIONAL ORGANIZATION FOR MIGRATION
ON
MULTI-SECTORAL SUPPORT FOR VULNERABLE MOBILE POPULATIONS AND COMMUNITIES IN LIBYA – PHASE III**

This Arrangement (the “**Arrangement**”) is entered into by the **Directorate General for Italian Citizens Abroad and Migration Policies of the Italian Ministry of Foreign Affairs and International Cooperation**, Piazzale della Farnesina 1, 00135 – Rome, represented by Mr. Luigi Maria Vignali, Director-General (hereinafter referred to as the “**Donor**”), and the **International Organization for Migration (“IOM”)**, a related organization of the United Nations, Mission in Rome, represented by Laurence Hart, Director, Coordination Office for the Mediterranean, Chief of Mission for Italy and Malta, and Representative to the Holy See, hereinafter referred to as “**IOM**”. IOM and the Donor are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

The Parties hereby agree as follows:

1. Introduction and Integral Documents

IOM is an intergovernmental organization, committed to the principle that humane and orderly migration benefits migrants and society. IOM acts to assist in meeting the operational challenges of migration; advance understanding of migration issues; encourage social and economic development through migration; and work towards effective respect of the human rights and well-being of migrants.

2. Purpose of the Arrangement

2.1. The purpose of the Arrangement is to provide financial support to the IOM activities in Libya for the implementation of the project “**Multi-Sectoral Support for Vulnerable Mobile Populations and Communities in Libya – Phase III**” (hereinafter referred to as the “**Project**”) in accordance with the terms and conditions of this Arrangement and its Annex, if any.

2.2. The following documents form an integral part of this Arrangement:

- (a) **Annex A** – Project Document, Work Plan and Project Budget; and
- (b) **Annex B** – Final Harmonized SEAH Language.

In the event of conflict between the provisions of any Annex and the terms of the main body of the Arrangement, the latter shall prevail.

2.3. The duration of the Project shall be for a period of **18 months** from 1 August 2023 to 31 January 2025.

2.4. The Parties agree that the Project duration may be extended by IOM through written approval by the Donor, in order to complete the Project as long as the total Contribution as stated in Article 3 is not exceeded. The request of extension shall be done prior to the original Project completion date and shall include the justification for such an extension and information on the new date of Project completion as well as the dates for any outstanding financial and narrative reports.

2.5 This Arrangement, along with its Annexes, embodies the entire Arrangement between the Parties and supersedes all prior arrangements and understandings, if any, relating to the subject matter of this Arrangement.

3. Contribution

- 3.1. The Donor will provide financial support to the IOM Project “**Multi-Sectoral Support for Vulnerable Mobile Populations and Communities in Libya – Phase III**” for a total amount of **EUR 3,500,000.00 (Three Million Five Hundred Thousand Euros)** (hereinafter referred to as the “**Contribution**”).
- 3.2. The Contribution shall be used by IOM towards financing the costs of the Project outlined in the Project Document, Work Plan and Project Budget (**Annex A**). The Contribution shall include the IOM mandatory project overhead cost of 7%, as approved by all IOM Member-States through Council Resolution.
- 3.3. The Contribution shall be paid by the Donor in one instalment within 60 (sixty) days from the date of signature of this Arrangement into the following account in Euros (EUR), quoting the above IOM [Reference number/project code] to facilitate the recording of the Contribution into IOM’s EUR accounts:

Beneficiary Bank: CITIBANK, N.A., LONDON
Address: Citigroup Centre, Canary Wharf, London E14 5LB
SWIFT Code / BIC: CITIGB2L
Account Name: IOM Geneva
EUR Account Number: 10810614
IBAN: GB57 CITI 1850 0810 8106 14
Beneficiary Title: IOM International Organization for Migration

Any change to the above-mentioned bank account shall be duly notified to the Donor in writing before the transfer of the Contribution has taken place.

- 3.4. The Donor shall notify IOM by email to revenue@iom.int and lhart@iom.int of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Donor pursuant to this Arrangement. Upon receiving the Contribution, IOM will provide the Donor with the written confirmation thereof.
- 3.5. If the payment of the Contribution is made or the Contribution itself is confirmed in other currency than the Project Currency, the value of the Contribution in the Project Currency will be determined by the United Nations operational rate of exchange rate prevailing at the time of receipt of the Contribution by IOM. Any increase or decrease in the value of the Contribution expressed in Project Currency due to changes in the UN operational rate of exchange between the date of signature of this Arrangement and the date of IOM’s receipt of the Contribution will increase or decrease funds available for implementing the activity. When applicable, IOM may inform the Donor of a reduction in the value of the Contribution expressed in Project Currency with a view to determining whether any further financing could be provided by the Donor. Should further financing not be available, the activities to be provided by IOM may be reduced, suspended or terminated upon written notification to the Donor by IOM in order to accommodate the reduction in the value of the Contribution.
- 3.6. IOM reserves the right to start the Project only upon upon IOM’s receipt of the payment as agreed under Article 3.3. In the event that IOM does not receive the Contribution as agreed under Article 3.3 or does not receive the Contribution in full within the agreed payment schedule, IOM may contact the Donor who shall hold a discussion with IOM with a view to determining when the payment of the Contribution or the remaining Contribution will be initiated. In the event of not receiving the Contribution fully in accordance with Article 3.3, the activities provided by IOM under the Project may be reduced, suspended, postponed or terminated by IOM upon IOM’s written notification to the Donor with immediate effect.
- 3.7. The Donor’s obligation under Article 3.1 above shall not be affected by or contingent on (i) any rights or obligations of the Donor or of IOM under other contracts or Arrangements between IOM and the Donor, or (ii) IOM’s performance of other project activities or any result of audit, evaluation and monitoring not directly relevant to this Arrangement.

3.8. IOM shall not be liable for any delay in performing or failure to perform any of its obligations under this Arrangement if IOM does not receive the Contribution fully in accordance with the payment schedule as per Article 3.3 of this Arrangement.

4. Administration and Use of the Contribution

4.1. When implementing Activities under this Arrangement, special attention shall be paid to strengthening coordination and synergies with other humanitarian actors, namely, other international organizations, UN agencies, and civil society.

4.2. IOM shall receive and administer the Contribution in accordance with its regulations, rules, directives, policies and procedures. The Contribution shall, in line with the single audit principle, be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, directives, policies and procedures of IOM.

4.3. The activities administered under this Arrangement are budgeted and reported in EUR (the “**Project Currency**”).

4.4. IOM shall maintain a separate project account in accordance with its own regulations, rules, directives and procedures to administer and track all financial transactions related to the Project, which will be converted to the Project Currency using the prevailing United Nations operational rate of exchange in accordance with IOM policies.

4.5. Any part of the Contribution which has not been used upon completion of the Project, as reported in the final financial report, shall be refunded to the Donor unless otherwise agreed by the Parties. Interest income generated from any contribution, if any, will be credited to IOM’s accounts as miscellaneous income.

4.6. Additional contributions by the Donor for the pursuance of the Project under a new arrangement or as a result of an extension of the duration stated in Article 2 will be subject to the timely submission of the project reports and an evaluation of the results achieved in accordance with Article 6.4 of this Arrangement.

4.7. The personnel for the Project shall be recruited, employed and supervised by IOM in accordance with its regulations, rules, directives and procedures.

4.8. Procurement for the Project shall be undertaken by IOM in accordance with its regulations, rules, directives and procedures.

4.9. Budget lines adjustments can be made by IOM, if necessary, according to the following criteria:

- for budget line modifications (increasing/decreasing) $\leq 15\%$, no authorization is required.
- for budget line modifications (increasing/decreasing) $> 15\%$, require formal approval by the Donor.

5. Donor Responsibilities

5.1. Office V (Migration Policies and International Protection) of the Directorate General for Italian Citizens Abroad and Migration Policies shall provide IOM with the names and contact details of representatives from the Donor at headquarters and in the field to be contacted with regard to the Project.

5.2. The Donor will not be responsible for expenses incurred by IOM other than those reflected in the Project Budget (Annex A), unless otherwise agreed by the Parties in writing. This reference does not include possible reshuffling in the budget among the different cost headings.

6. Reports

6.1. IOM shall provide the Donor with:

- (a) Progress narrative reports on the implementation of the Project every 6 (six) months from the start of the Project which shall be submitted to the Donor within 1 (one) month from the end of each reporting period. IOM shall also give, upon request, and as allowed by its internal rules and regulations, subject to its privileges and immunities, operational briefings to representatives of Italian Cooperation, the Italian diplomatic and consular network and the Italian Local Technical Cooperation Offices.
- (b) A final narrative and financial report on the implementation of the Project at the end of the duration of this Arrangement, to be submitted to the Donor within 3 (three) months after the end of the Project implementation period.

- 6.2. Further to the reporting requirements stipulated above, IOM agrees to keep the Donor informed of key issues, progress and problems relating to the Project, as appropriate.
- 6.3 The Donor may ask for any reasonable clarifications or details on produced documentation to the extent necessary to comply with its responsibilities under this Arrangement.
- 6.4 All project reports shall be issued by IOM in the Project Currency and in accordance with its regulations, rules, directives, policies and procedures and using IOM's standard project reporting templates.
- 6.5 The timely submission of the project reports and the evaluation of the results achieved will be preconditions for considering the extension of the Project by the Donor for an additional period.

7. Assurances

- 7.1 IOM is firmly committed to the IOM Standards of Conduct and has a zero-tolerance towards irregular practices, wrongdoing and misconduct, including but not limited to financial malpractice, impropriety or fraud, failure to comply with rules, regulations or policies, criminal activity, professional malpractice, improper conduct or unethical behaviour, conflict of interest without disclosure, waste of resources, abuse of authority, corruption and mismanagement, whether perpetrated by IOM staff, executing agencies, contractors or consultants. The Parties agree that it is important to take all necessary and reasonable precautions to avoid any irregular practices, wrongdoing or misconduct. IOM takes all allegations of irregular practices, wrongdoing and misconduct seriously and shall conduct an investigation, if in IOM's sole discretion, the allegation is deemed credible and merits an investigation. All investigations shall be carried out in accordance with the IOM regulations, rules, directives, policies and procedures.
- 7.2 The Parties have a zero-tolerance towards sexual exploitation and abuse ("SEA") and sexual harassment ("SH") and agree to the provisions set out in Annex B, which is an integral part of this Arrangement. IOM shall take all reasonable steps to prevent the sexual exploitation and abuse of any person linked to the delivery of the activities under this Arrangement. Subject to the IOM regulations, rules, directives, policies, and procedures governing its operations, IOM shall without undue delay report any credible allegations or actual incidents of sexual exploitation and abuse related to this Arrangement to the Secretary-General of the United Nations through the Secretary-General's reporting mechanism on Sexual Exploitation and Abuse at <https://www.un.org/preventing-sexual-exploitation-and-abuse/content/data-allegations-un-system-wide>. Such reporting on sexual exploitation and abuse shall be without prejudice to the privileges and immunities of IOM.
- 7.3 Consistent with applicable United Nations Security Council resolutions, the Parties are firmly committed to the international fight against terrorism, and in particular, financing terrorism. IOM undertakes to use reasonable efforts to ensure that no resources provided under this Arrangement are made available or used to provide support to individuals or entities associated with terrorism which are named on the United Nations Security Council Consolidated Sanctions List, as may be amended. If, during the term of this Arrangement, IOM 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.

8. Termination

Either Party may terminate this Arrangement by 2 (two) months written notification to the other Party. In the event that this Arrangement is terminated prior to the completion of the Project, IOM may continue to hold any unutilized Contribution until all commitments and liabilities incurred up to the date of termination for the implementation of the Project have been satisfied and the activities under the Project have been brought to an orderly conclusion. IOM shall not be obliged to repay any funds irrevocably committed in good faith by IOM before the date of notice of such termination.

9. Ownership of Property Financed from the Contribution

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in IOM. Such properties shall be disposed of in accordance with the IOM's regulations, rules, directives, policies and procedures, unless otherwise agreed between the Donor and IOM in writing.

10. Force Majeure

10.1. IOM shall not be liable for any delay in performing or failure to perform any of its obligations under this Arrangement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of IOM.

10.2. As soon as possible after the occurrence of a force majeure event which impacts the ability of IOM to comply with its obligations under this Arrangement, IOM will give notice and full details in writing to the Donor of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, IOM and the Donor shall consult with a view to resuming performance of the impacted activities under this Arrangement and ensuring coverage by the Donor of unavoidable expenditures incurred by IOM during the period of force majeure. Following consultation with the Donor, IOM shall be entitled without liability to suspend the implementation of some or all activities under this Arrangement to the extent that it is not possible for IOM to implement the activities due to force majeure.

11. Confidentiality and Data Protection

11.1. Subject to Articles 11.2, 11.3, and 11.4 below, the terms of this Arrangement and all information including personal data which comes into the Parties' possession or knowledge in connection with this Arrangement or the Project is to be treated as strictly confidential.

11.2. IOM shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Arrangement. No personal data of IOM beneficiaries shall be communicated to any third party without the prior written approval of the beneficiary concerned. The obligations under this Article 11 shall survive the expiration or termination of this Arrangement.

11.3. IOM may disclose information related to this Arrangement, such as the name and address of the Donor, the value of the Contribution, and the title, nature and purpose of the Project, to the extent required by IOM's reporting mechanisms and commitment to any transparency and accountability initiatives.

11.4. IOM, since 1 March 2017, is a member of the International Aid Transparency Initiative (IATI) and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. IOM gives consent for data related to this Arrangement (and any subsequent amendments), associated financial transfers, and funds utilization to be published on the Donor's website and via the IATI platform according to IATI standards. For the sake of clarity, beneficiary data and other sensitive information must not be disclosed by the Parties externally, including via the IATI platform or their website.

IATI Publisher Identifiers:
IOM: XM-DAC-47066

Donor: XM-DAC-6-4-012381-01-0

12. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from the Project shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

13. Notices

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 address:

International Organization for Migration (IOM)

Attn.: Mr. Laurence Hart

Casale Strozzi Superiore, Via L.G. Faravelli, snc, 00195 - Rome

Email: lhart@iom.int

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

Attn: Mr. Luigi Maria Vignali

Piazzale della Farnesina 1, 00135 - Rome

Email: dgit.segreteria@esteri.it

14. Dispute Resolution

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. In the event that such negotiation is unsuccessful, the Parties will elevate the discussion to senior leadership for final resolution without possibility of appeal or other recourse to national courts.

15. Status of IOM

Nothing in or relating to this Arrangement shall be deemed a waiver, express or implied of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

16. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Arrangement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Arrangement in future instances, but this right shall continue and remain fully valid.

17. Severability

If any part of this Arrangement is found to be invalid or unenforceable, that part will be severed from this Arrangement and the remainder of the Arrangement shall remain fully valid.

18. Entirety

This Arrangement embodies the entire Arrangement between the Parties and supersedes all prior arrangements and understandings, if any, relating to the subject matter of this Arrangement.

19. Visibility

- 19.1. Without prejudice to any confidentiality obligation, the Donor is free to publicize its support under this Arrangement through its usual information and communication channels. The Donor also acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and

protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

19.2. Unless the Donor requests otherwise, IOM shall take appropriate measures to accord the Donor and its contribution the maximum visibility possible, both locally and internationally, in order to acknowledge the fact that the Project was implemented with the financial support of the Donor.

20. Final Clauses

20.1. It is understood that this Arrangement, including any annexes, is not an international treaty.

20.2. This Arrangement shall take effect upon its signature by both Parties. It will remain in force until completion of all responsibilities of the Parties under this Arrangement.

20.3. Amendments may be made by mutual Arrangement in writing between the Parties.

Signed in English, on the date and at the places indicated below.

For and on behalf of

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

For and on behalf of

The International Organization
For Migration

Signature

Signature

Luigi Maria Vignali
Director-General
Date:

Laurence Hart
Director, Coordinating Office for the
Mediterranean,
Chief of Mission for Italy and Malta,
Representative to the Holy See
Date:

Rome

Rome

ANNEX B

Final Harmonized SEAH Language¹

1. Definitions

a. Sexual exploitation and abuse

The Parties have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).² This means IOM and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately, when reports of SEA arise, in accordance with their regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing IOM, IOM will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (<https://interagencystandingcommittee.org/inter-agency-standing-committee/iasc-six-core-principles-relating-sexual-exploitation-and-abuse>) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or [the] SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim/survivor-centred approach³ to SEA issues;
- c) Strong leadership and signaling on tackling SEA;
- d) Make all reasonable efforts to address gender inequality and other power imbalances;
- e) Reporting to enhance accountability and transparency;
- f) Ensure that SEA standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners].

b. Sexual harassment

The Parties have a zero tolerance for inaction approach to tackling sexual harassment (“SH”).⁴ This means IOM will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing IOM, IOM will apply the following principles and practices when implementing the activities under this arrangement:

- a) A victim/survivor-centred approach to SH issues;
- b) Strong leadership and signaling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other power imbalances;
- d) Reporting to enhance accountability and transparency;

2. IOM will adhere to the following requirements:

a. Allegations of SEA

(i) IOM will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General’s reporting mechanism (the “Report”).

(ii) When IOM reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) When OIM reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between OIM and the Donor, OIM will promptly notify the Donor at dgit-05@esteri.it regarding the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that the OIM is aware of.

¹ Final harmonized Sexual Exploitation and Abuse and Sexual Harassment (SEAH) language adopted on 27 July 2021 under silence procedure between Italy, the other 14 participating donors and the UN participating agencies (UNDP, UNFPA, UNHCR, UNICEF, UNRWA, UN Women, WFP, FAO, IOM and WHO).

² See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

³ A victim/survivor centered-approach is one for which the victim/survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the [UN Protocol on Allegations of SEA Involving Implementing Partners](#), the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

⁴ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General’s Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

(iii) Upon request from the Donor, IOM agrees to provide further available relevant information IOM is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by IOM, unless disclosure of such information would be inconsistent with IOM's regulations, rules, policies and procedures concerning disclosure of information.

b. Allegations of SH

(i) IOM will report allegations of sexual harassment and measures taken through existing reporting mechanisms.

(ii) Where OIM has determined that the allegations would have a significant impact on the partnership between OIM and the Donor, OIM will promptly notify the Donor at dgit-05@esteri.it and will provide information containing the level of detail of the existing reporting mechanisms.

(iii) Upon request from the Donor, IOM agrees to provide further available relevant information, that IOM is aware of unless disclosure of such information would be inconsistent with IOM's regulations, rules, policies and procedures concerning disclosure of information.

3. It is understood and accepted that IOM's arrangement to report on SEA and SH will be performed in accordance with the IOM's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

4. When IOM becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, IOM will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.

5. The Donor or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify IOM's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. IOM will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Donor or any of its duly authorized representatives or agents to carry out such measures.

6. Any information or documentation provided in accordance with these provisions will be treated by the Donor with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Donor will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Donor will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the Recipient. The Donor will obtain the express written authorization of the Recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Donor and is not subject to the Recipient's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

7. Unless the regulations, rules, policies, and procedures applicable to IOM are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the Donors' mutual decision on their text with the Recipient. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the Donors' mutual decision on the present text with the Recipient, until which time the above provisions will continue to apply.