

AGREEMENT
between the
the
**THE ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL
COOPERATION - DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION
(THE DONOR)**
and the
**INTERNATIONAL ORGANIZATION FOR MIGRATION
(IOM)**

WHEREAS, the International Organization for Migration, an organization part of the United Nations system (hereinafter referred to as "IOM"), of Rr. Ibrahim Rugova, Nd.42, H.12, Apt.4 Tirana, Albania represented by Ms. Alma JANI, Head of Office, and the Italian Ministry of Foreign Affairs and International Cooperation - Directorate General for Development Cooperation (hereinafter referred to as the "Donor" and together with IOM as the "Parties" and each one a "Party") of Rr. Papa Gjon Pali II, n.2, Tirana, Albania, represented by H.E Ambassador Alberto CUTILLO, desire to strengthen their partnership and cooperation in the financing of programme activities of a developmental nature which are consistent with and supportive of IOM's mandate, have agreed to cooperate in the implementation of a programme entitled "**Engage the Albanian Communities Abroad to the Social and Economic Development of Albania**" (hereinafter referred to as the "Programme"), as described in the programme document attached as Annex I (the "Programme Document");

WHEREAS, the Italian Agency for Development Cooperation (hereinafter referred to as "AICS") was established by Italian law of 11 August 2014 n. 125, to be in charge of the implementation and funding of projects and initiatives on behalf of the Donor;

WHEREAS, the Donor and IOM wish to set out the principles and conditions that will apply to such cooperation;

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

Article I. The Contribution

1. The Donor, through the AICS, will make available to IOM a contribution in the amount of EUR 2,876,500.00 (*Two Million Eight Hundred Seventy Six Thousand Five Hundred Euros only*) (hereinafter referred to as the "Contribution").
2. The Contribution will be paid in accordance with the following payment schedule:

Schedule of payments	Year	Amount
Disbursement of the first installment will be made upon signing of this Agreement	1 st Year	EUR 1,045,328.36

Disbursement of the second installment will be made upon approval by the donor of the narrative and financial report of the first year, subject to 80% (eighty percent) of the first year budget being spent and/or committed.	2 nd Year	EUR 1, 006,862.06
Disbursement of the third installment will be made upon approval by the donor of the narrative and financial report of the second year, subject to 80% (eighty percent) of the second year budget being spent and/or committed.	3 rd Year	EUR 824,309.58

The above schedule of payments takes into account the requirement that the payments will be made in advance of the implementation of planned activities. While any amounts due and payable by the Donor are outstanding, IOM will not be required to commence or continue implementation of the Programme activities:

- The Contribution will be deposited into the following IOM bank account with remittance note "Contribution to IOM Albania":

Beneficiary Bank: CITIBANK, N.A., LONDON, Citigroup Centre,
 Canary Wharf, London E14 5LB
 SWIFT Code / BIC: CITIGB2L
 EUR Account Number: 10810614
 IBAN: GB57 CITI 1850 0810 8106 14
 CURRENCY TYPE: EUR

- When making the funding transfer, the Donor, through the AICS, will inform IOM by e-mail [revenue@iom.int; ajani@iom.int], of (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the Donor pursuant to this Agreement. Upon receipt of funds, IOM will confirm the transfer by email to the donor (for the Attention of: segreteria.tirana@aics.gov.it).
- IOM will receive and administer the Contribution in accordance with IOM's applicable regulations, rules, policies and procedures (including those relating to direct and indirect costs, interest, audit, intellectual property, procurement, monitoring, evaluation and oversight, reporting and its risk management framework, including its policies for combatting fraud and corruption) and (b) the terms of this Agreement.
- IOM will apply a standard project overhead rate in accordance with relevant decisions of IOM's 103rd Council, Member States adopted Budget Reform resolution MC/L/1228, that is seven percent (7%) in accordance with IOM IN/210 dated 26 November 2013. Any identifiable interest earned on the cash balance of the Contribution will be used by IOM in accordance with IOM's Financial Regulations and Rules.

Article II. Reports

- IOM will provide to the Donor and the AICS the following reports prepared in accordance with IOM's accounting and reporting procedures:

- (a) Annual interim narrative reports, in IOM template, to be submitted to the Donor, which will cover progress achieved during the first and second years of implementation of the Programme, within three (3) months after the reported period;
 - (b) A progressive final narrative report, in IOM template, detailing activities undertaken and outlining progress achieved in relation to the Programme objectives, also stating challenges and constraints, to be submitted within three (3) months of completion of the Programme;
 - (c) Annual interim financial reports, in IOM template, showing income and expenditure, to be submitted to the Donor within three (3) months after the reported period;
 - (d) A progressive final financial report, in IOM template, showing income and expenditure of the Contribution, to be submitted to the Donor within three (3) months to be submitted within three (3) months of completion of the Programme;
2. Further to the reporting requirements stipulated above, IOM agrees to keep the Donor and the AICS informed of key issues, progress and problems relating to the Programme, as appropriate.
 3. All reports will be prepared in accordance with IOM accounting and reporting procedures. All financial reports and statements will be expressed in EURO. Expenditure in currencies other than EURO will be reported in EURO using the United Nations operational rate of exchange applying at the time of the expenditure.

Article III. Evaluation

The evaluation of the Programme will be subject to IOM's Evaluation Policy. The final evaluation will be duly shared and discussed with all relevant, governmental and non-governmental stakeholders.

Article IV. Equipment, supplies and other properties

Ownership of equipment, supplies and other properties financed from the Contribution will be subject to IOM's regulations, rules, policies and procedures and shall vest in IOM. Transfer of ownership of such equipment, supplies and other properties will be done in accordance with the relevant policies and procedures of IOM.

Article V. Audit

IOM's financial books and records are routinely audited in accordance with the internal auditing procedures established in IOM's financial regulations and rules. Accordingly, any part of the Contribution will be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of IOM.

Article VI. Completion of the Agreement

- 1 IOM 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, IOM 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, IOM 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 EUR 5,000.00 (Five Thousand Euros only) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by IOM. Any funds above EUR 5,000.00 (Five Thousand Euros only) that remain unexpended after all commitments and liabilities have been satisfied, shall be reallocated by IOM after consultation with the Donor and AICS.

Article VII. Termination of the Agreement

1. This Agreement may be terminated by IOM or by the Donor after consultations between the Donor, IOM and the programme country Government, 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 Agreement 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 Agreement.

2. Notwithstanding termination of all or part of this Agreement, IOM 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 agreement is terminated before Project completion, any funds below EUR 5,000.00 (Five Thousand Euros only) that remain unexpended after all commitments and liabilities have been satisfied, shall be automatically reallocated by IOM. Any funds above EUR 5,000.00 (Five Thousand Euros only) that remain unexpended after all commitments and liabilities have been satisfied, shall be reallocated by IOM after consultation with the Donor and AICS.

Article VIII. Prevention of Corruption and Fraud

1. Both the Donor and IOM are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the IOM's Standards of Conduct, Staff Regulations and Rules and Fraud Awareness and Prevention Guidelines, IOM 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 IOM, observe the highest standard of ethics and integrity.

2. IOM will continue to maintain regulations, rules, policies, procedures and directives, requiring that any allegations of fraud and corruption (as defined in IOM's Fraud Awareness and Prevention Guidelines) are reported to IOM's Office of the Inspector General ("OIG") in a timely and accurate manner. Credible allegations will be investigated by OIG in accordance with IOM regulations, rules, policies and procedures. OIG will give prompt notification on a confidential basis to the Donor of any investigations that it is undertaking or proposes to undertake in relation to allegations of fraud and corruption involving any activities funded in whole or part with the Contribution under this Agreement, to the extent that such notification will not, in the opinion of OIG jeopardize the proper conduct of the investigation into such allegations or the due process rights of those under investigation.

3. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with the Contribution, IOM will:
 - (a) Be responsible for taking reasonable measures to recover any part of the Contribution, which OIG 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 IOM 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 this Article will be treated by the Donor as strictly confidential. All information including personal information which comes into the Parties' possession or knowledge in connection with this Agreement or the Program is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. IOM shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. The obligations under this Article shall survive the expiration or termination of this Agreement.
5. Any action further to the above paragraphs will be consistent with IOM regulations, rules, policies and procedures, and directives.

Article IX. Settlement of Disputes

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

- In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

Article X. Intellectual Property

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

Article XI. Privileges and Immunities

Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization, the United Nations and its subsidiary organs, including IOM, whether under the Convention of the Privileges and Immunities of the United Nations, or otherwise, and no provision of this Agreement will be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

Article XII: Notice

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

- (a) For the Donor:
Ministry of Foreign Affairs and International Cooperation
Of the Italian Republic – Directorate General for Development Cooperation
Piazzale della Farnesina, 1
00135 – Roma Italia
dgcs5@esteri.it;
- (a) For the AICS:
Attention of:
Mr. Nino MEROLA
Street Abdi Toptani Street, Torre Drin, V Floor,
Tirana, Albania
nino.merola@esteri.it; segreteria.tirana@aics.gov.it;
- (b) To IOM:
Attention of:
Mrs. Alma JANI
Head of Office
IOM Office
Street: Ibrahim Rugova, Nd. 42, H. 12, Apt. 4
Tirana, Albania
ajani@iom.int; infotirana@iom.int

Article XIII. Amendment of the Agreement

LEG Approval Code: ALB/FITA/ME0153/2017

This Agreement may be amended through an exchange of letters between the Donor and IOM. The letters exchanged to this effect will become an integral part of this Agreement.

Article XIV. Entry into force

This Agreement will entry into force upon the signature of this Agreement by the Parties hereto, on the date of the last signature. It will remain in force until completion of the activities, unless earlier terminated by the Parties.

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

For and on behalf of
Directorate General for
Development Cooperation (DGCS) of
the Ministry of Foreign Affairs and
International Cooperation of the
Italian Republic:

Signature

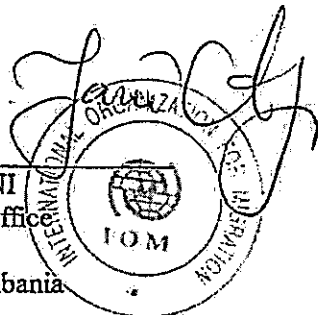
Name Alberto CUTILLO
Position Ambassador of Italy in Albania
Date
Place Tirana, Albania



For and on behalf of
International Organization for Migration

Signature

Name Alma JANI
Position Head of Office
Date
Place Tirana, Albania



Acknowledged by
Italian Agency for Development
Cooperation (AICS):

Signature

Name Laura FRIGENTI
Position Director General
Date
Place