

**AGREEMENT  
between**

**The Italian Government – Ministry of Foreign Affairs and International Cooperation  
And  
The International Organization for Migration**

**on the implementation of the  
Project “Working with the Ethiopian National Theatre to Combat Irregular Migration  
in Ethiopia”**

The Italian Government – Ministry of Foreign Affairs and International Cooperation (MAECI), and the International Organization for Migration, UN Migration Agency (IOM) referred to collectively as the “Parties” and each individually as a “Party”, agree as follows:

**Article I: Definitions**

In this Agreement, the term:

“Contribution” shall mean the total amount of financial resources, which the Donor agrees to provide to IOM in accordance with the terms of this Agreement;

“Project” means the activities to be financed from the Contribution in support of the project described in the funding proposal entitled “Working with the Ethiopian National Theatre to Combat Irregular Migration in Ethiopia” to be administered by IOM Special Liaison office in Ethiopia;

“Donor” shall mean the Ministry of Foreign Affairs and International Cooperation (MAECI), acting on the behalf of the Italian Government;

“AICS” shall mean the Italian Agency for Development Cooperation, as the funding and implementing entity of the Project, as specified in Italian law 125/2014;

“IOM” shall mean the International Organization for Migration, an organization part of the United Nations system;

“Implementing partner” shall mean the entity/ies to which IOM will entrust the implementation of Project activities as specified in a signed document, along with the assumption of full responsibility and accountability for the effective use of IOM resources and the delivery of outputs as set forth in the project documentation;

“Regular resources” means resources available to IOM that are commingled and untied. These include, but are not limited to, contributions, interest earnings and miscellaneous revenue.

**Article II: Agreement Documents**

This Agreement consists of this Agreement, together with Annex I (Project Proposal) and Annex II (Project Budget) appended hereto.



### **Article III: The Contribution**

1. The Contribution in support of the Project amounts to 70,000.00 Euros (*Seventy Thousand Euros only*).
2. The Parties acknowledge that the full amount of the Contribution has been transferred to the following IOM bank account:

**Account Number:** 30557053  
**Bank Name:** CITIBANK  
**Account Name:** IOM GENEVA  
**SWIFT Address:** CITIUS33  
**Address:** 399 PARK AVENUE, NEW YORK, NY 143  
**IBAN Number:** 021000089

3. If the Contribution is made in a currency other than United States Dollars, its equivalent value in United States Dollars shall be determined by applying the United Nations operational rate of exchange in effect on the date of entry into force of this Agreement. However, should a different United Nations operational rate of exchange apply at the time of receipt of any payment relating to the Contribution, the value of the payment will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of payment by IOM and the amount of the Contribution available for the Project activities will be adjusted accordingly to reflect the gain or loss arising there from.
4. In the event of any unforeseen circumstances relating to, or having an effect on the value of, the Contribution, including unforeseen increases in expenditures or commitments, inflationary factors or fluctuations in exchange rates, IOM may seek further financing from the Donor, which shall use its best endeavors to make these funds available, without any binding obligation.

### **Article IV: Administration of the Contribution**

1. IOM shall administer the Contribution in accordance with the Project Budget (Annex II), IOM Financial Regulations, Rules, policies and procedures, including those related to interest and investment and internal and external auditing procedures.
2. All direct costs of the Project, including all costs relating to the implementation of the Project by an implementing partner, will be identified in the Project Budget and, therefore, shall be borne by the Project. Furthermore, the Contribution shall be subject to a recovery for indirect costs incurred by IOM in the amount of 7% of the total Project costs, which shall be included in the 30% (thirty percent) indirect costs under the Project Budget.

### **Article V: Reporting**

1. IOM will provide the Donor and the AICS with the following reports in accordance with IOM accounting and reporting procedures:
  - (a) Consolidated narrative progress reports every three (3) months, to be provided no later than one (1) month after the end of the applicable reporting period;



- (b) Uncertified financial reports every three (3) months with regard to the funds disbursed from the Project Account, to be provided no later than one (1) month after the end of the applicable reporting period;
  - (c) One annual financial statement certified by an authorized official of IOM (Finance Branch, Division for Management Services) as of 31 December of the year in question, after its acceptance by Member States and subsequent public release;
  - (d) A final narrative report and a certified financial report on completion of the project to be provided no later than three (3) months following the financial closing of the Project.
2. Further to the reporting requirements stipulated under paragraph 1 (a) through (d) of this Article, IOM agrees to keep the Donor and the AICS informed of key issues, progress and problems relating to the Project, as appropriate.
3. All reports or statements referred to under this Article will be expressed in United States Dollars.

#### **Article VI: Monitoring and Evaluation**

Monitoring and evaluation of the Project including, as necessary and appropriate, joint evaluation by the IOM the Donor and AICS and other partners, shall be undertaken in accordance with the Project Proposal.

#### **Article VII: Audit**

1. The Contribution shall be subject exclusively to the provisions on internal and external audit provided for in IOM Financial Regulations, Rules, policies and procedures.
2. Should the annual Audit Report on the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor and AICS by IOM.

#### **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. 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.

#### **Article X. Equipment**

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

#### **Article XI: Notice**

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

- (a) Donor:  
Piazzale della Farnesina 1, 00135 Roma  
Email: dgcs4@esteri.it
- (b) AICS:  
Via Salvatore Contarini 25, 00135 Roma  
Email: segreteria.aics@esteri.it



- (c) IOM  
Attn: Meron Tesfu  
Email: tmeron@iom.int

#### **Article XII: Entry into Force, Term, Termination**

1. This Agreement shall enter into force upon signature by both Parties. It shall remain in force until the completion of the activities of the Project.
2. Either Party may terminate this Agreement giving 90 (ninety) calendar days written notice to the other Party.

#### **Article XIII: Settlement of Disputes**

1. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by way of negotiation between the Parties.
2. 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.
3. 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.
4. 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 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 XIV: Final provisions**

1. Any unspent balance of the Contribution remaining after the financial closing of the Project will be applied as follows:



(a) If the balance does not exceed US\$ 5,000, it shall be credited to IOM regular resources;

(b) If the balance exceeds US\$ 5,000, it shall be refunded to the AICS.

2. Notwithstanding the expiration or termination of this Agreement, IOM may apply any unutilized portion of the Contribution to permit the orderly conclusion of the Project activities, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties and the settlement of contractual liabilities in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.

3. This Agreement may be amended only by mutual written agreement of the Parties.

4. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of IOM as an intergovernmental organization.

**In witness whereof**, the undersigned, duly authorized representatives of the Parties, have signed the present Agreement in two copies.

For the Italian Government – Ministry  
of Foreign Affairs and International  
Cooperation

Giuseppe MISTRETTA  
The Ambassador of Italy in Addis  
Ababa, Ethiopia

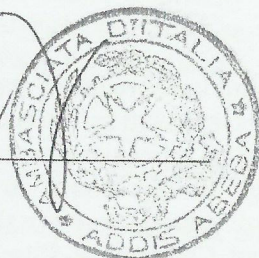
For the International Organization for  
Migration

Maureen Achieng  
Chief of Mission and Representative  
to AU, ECA and IGAD

(Signature)

Date:

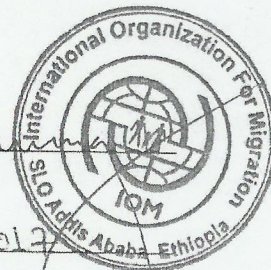
10/07/2017



(Signature)

Date:

19/06/2017



Acknowledged by AICS:

Head of Addis Ababa Office  
Ginevra Letizia