

GRANT AGREEMENT

BETWEEN

ITALY

represented by 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 ensure protection and durable solutions for persons of concern to UNHCR in Sudan;

Whereas the Donor has an interest in promoting and contributing to 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 persons of concern to UNHCR in Sudan by supporting the Activities described in the project “*Protecting refugee women, girls, men, and boys from risks associated with mixed movements in eastern Sudan*”;

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 Donor and UNHCR (hereinafter referred to collectively as the “Parties”) hereby agree as follows:

Article I: Entire Agreement

1.1 This Agreement embodies the entire agreement of the Parties with regard to the Grant (as defined below) made pursuant hereto and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or written, relating to the subject-matter hereof exist between the Parties except as herein expressly set forth.

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

1.3 The documents annexed hereto and referred to below constitute an integral part of this agreement (the “**Agreement**”):

[Appendix A: UNHCR Project Description, Specific Activities Funded by the Donor and Detailed Activities Budget](#)

Article II: Purpose of the Agreement

2.1 The purpose of this Agreement is to record the Donor’s agreement to provide financial assistance to UNHCR in the form of a Grant (as defined below) to support the project “*Protecting refugee women, girls, men, and boys from risks associated with mixed movements in eastern Sudan*”, 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 Appendix A to this Agreement.

Article III: Period of Agreement

3.1 This Agreement shall enter into force upon signature by both Parties and shall remain in force until all obligations under this Agreement have been fulfilled, unless terminated earlier in accordance with Article XVIII below.

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 XIV below.

Article IV: Grant amount, administration and disbursement mechanism

4.1 The Donor hereby agrees to contribute the amount of EUR 2,300,000.00 (the “**Grant**”) to UNHCR.

4.2 The Grant will be utilised for the implementation and operation of the Activities and in accordance with the Activities Budget comprised in Appendix A.

4.3 It is agreed and acknowledged that, in line with UNHCR policies, the Grant is subject to a six and a half per cent (6.5%) Indirect Support Cost.

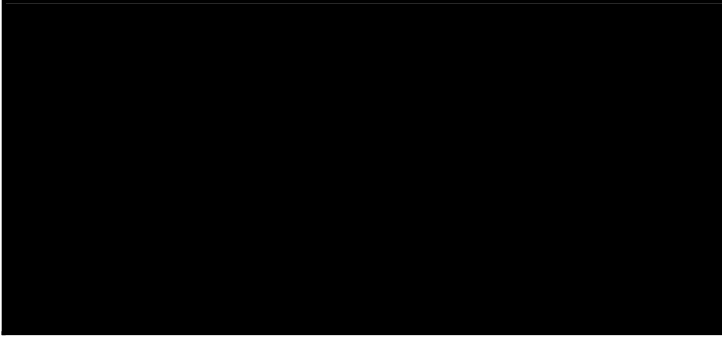
4.4 The Grant shall be administered by UNHCR in accordance with UNHCR’s rules, policies, procedures and practices, including the Financial Rules for voluntary funds administered by the High Commissioner for Refugees (“**UNHCR Financial Rules**”).

4.5 In implementing the activities financed under this Grant, UNHCR shall effect all procurement of goods and services in accordance with the UNHCR Financial Rules and UNHCR’s policies and procedures relating to procurement and contracts.

4.6 Any interest earned by UNHCR on the Grant will be recorded in accordance with the UNHCR Financial Rules and used for activities approved by the Executive Committee of the High Commissioner’s Programme.

4.7 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 UNHCR’s rules, policies and procedures.

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



4.9 The Grant shall be paid in one lump sum promptly after signature hereof.

Article V: Liaison and communication

5.1 The following services of the respective Parties shall co-ordinate all matters relating to this Agreement and be the addressees of any notice or correspondence (including via email) in relation to this Agreement:

For the Donor:

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

Email: dgigit.segreteria@esteri.it
dgigit-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

94, Rue de Montbrillant
1201, Genève
Switzerland

Article VI: Monitoring

6.1 UNHCR conducts monitoring of its projects, programmes and strategies in accordance with its rules, policies, procedures and practices to assess results, performance and impact.

Article VII: Evaluation

7.1 The evaluation of UNHCR's programmes is subject exclusively to the provisions of the UNHCR Evaluation Policy as from time to time approved or amended.

7.2 The foregoing shall not preclude that the Donor may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation at a programme level with UNHCR under this Agreement, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. It is understood that evaluations by the Donor of its cooperation with UNHCR as referred to in the preceding sentence are distinct and separate from evaluations of the programmes as referred to in subsection 1 of this Article, which are subject exclusively to the authority of the independent Evaluation Service of UNHCR. UNHCR shall be informed about such initiatives and may be invited to join. UNHCR shall upon request assist in providing relevant information within the limits of its regulations, rules, policies and procedures. All major costs shall be borne by the Donor, unless otherwise agreed. It is further understood by the Parties that such evaluation or review shall not constitute a financial, compliance or other audit of the Programmes.

7.3 The Parties note that, in accordance with the UNHCR Evaluation Policy, final evaluation reports and management responses are publicly disclosed by UNHCR.

Article VIII: Single Audit Principle

8.1 In line with the single audit principle, UNHCR shall be audited solely in accordance with the UN Financial Regulations and the UNHCR Financial Rules. All financial transactions and related activities covered by the UN Financial Regulations and the UNHCR Financial Rules shall be subject to audit by internal auditors and the United Nations Board of Auditors.

Article IX: Reporting

9.1 UNHCR shall make available the following reports, which reports shall be prepared in accordance with the UNHCR Financial Rules and submitted in UNHCR's standard reporting format:

- a) UNHCR's annual Global Report, including detailed country chapters with achievements against priority targets;
- b) UNHCR's annual financial statements as audited and reported upon by the Board of Auditors to the General Assembly, together with the Report of the Board of Auditors which are published on the Board of Auditors' website (<https://www.un.org/en/auditors/board/auditors-reports.shtml>);
- c) UNHCR will provide an interim narrative report covering the first 6 months' period of implementation of the Activities, within 3 months of the end of the period covered by the report;
- d) Within 3 months after the implementation of all Activities funded by the Donor, UNHCR shall provide to the Donor a financial report certified by UNHCR's Division of Financial and Administrative Management and a final narrative report, both reports covering the whole period of implementation of the Activities.

9.2 The Donor has access to the internal audit reports which are published on the Office of Internal Oversight Services' website (<https://oios.un.org/audit-reports>) 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.

9.3 Financial reports prepared 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 and in line with UNHCR's standard accounting practices for currency conversion.

Article X: Fraud prevention and Anti-Corruption; Misconduct, including sexual harassment and sexual exploitation and abuse

10.1 UNHCR will use reasonable efforts to ensure that the utilization of the Grant conforms to the highest standards of ethical conduct and that every part of UNHCR, as well as individuals acting on behalf of UNHCR, observe the highest standard of ethics and integrity.

10.2 UNHCR, in accordance with its regulations, rules and policies, will ensure that mechanisms are in place to enable timely reporting to the UNHCR's Inspector General's Office (IGO) of credible allegations of, fraud, corruption or other forms of misconduct in connection with the implementation of the programmes/projects funded by the Donor.

10.3 In conformity with the decision of the Executive Committee of the High Commissioner's Programme, the UNHCR Inspector General provides a report to the Executive Committee each year, which is a report that covers main categories of investigations, the number of such types of investigations, the average time to complete

investigations and a description of actions resulting from disciplinary proceedings. An oral update on the work of the Inspector General's Office is also presented to the Standing Committee each year in March.

10.4 UNHCR will provide the Donor with a quarterly briefing on completed investigations and UNHCR response in relation to material fraud, corruption or other forms of misconduct. It should be noted that the possible financial implications in relation to fraud, corruption or other forms of misconduct might not be known at the stage of the briefing.

10.5 UNHCR may, as required, also hold ad hoc briefings on any material fraud, corruption or other forms of misconduct bearing upon UNHCR's programmes.

Article XI: On-site visits

11.1 UNHCR will provide to the Donor, where feasible and subject to operational realities, 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 XII: Publicity, and use of the name, or official seal of the United Nations or of UNHCR

12.1 The Donor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has entered into a grant agreement with UNHCR, nor shall the Donor, in any manner whatsoever use the name, marks 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 written permission of UNHCR.

12.2 Notwithstanding Article 12.1 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. The form and format in which the Donor proposes to publish such information shall be subject to UNHCR's prior review and consent.

Article XIII: Visibility

13.1 Where possible and in accordance with UNHCR's rules, policies and practice, and unless the Donor disagrees or requests otherwise, UNHCR shall take appropriate measures to accord the Donor public visibility to acknowledge the fact that the Project was implemented with the financial support of the Donor. To ensure UNHCR maintains a balanced approach to donor visibility, any measures will be undertaken with consideration to other donors, including donors of unearmarked and softly earmarked contributions.

Article XIV: Changed Circumstances

14.1 If implementation so warrants, UNHCR may suggest revisions of the Project or of the activities that have received funding from the Donor. UNHCR shall inform the Donor in writing of any such suggested revision as soon as feasible.

14.2 If the suggested revision comprises a change in the modality or timeframe for implementation of the Project or activities that have received funding from the Donor, which does not imply a reallocation representing more than twenty-five per cent (25%) of the agreed budgeted amount(s) for the relevant budget components, such revision does not require the Donor's approval. In all other cases, UNHCR shall seek the Donor's approval before proceeding on the basis of the revision and the Donor shall signify any objection within 30 days of receipt of UNHCR's proposed revision. Failure to signify objections within this time period shall be deemed an acceptance by the Donor of the proposed revision.

Article XV: Suspension

15.1 UNHCR may suspend or adjust 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 being supported by the Donor. UNHCR shall inform the Donor as soon as possible in the event that it foresees suspending activities on this basis. UNHCR and the Donor shall seek to resolve as quickly 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. UNHCR shall inform the Donor as soon as possible of any such instance of *force majeure*.

Article XVI: Termination

16.1 This Agreement may be terminated early as follows:

- 16.1.1 by the Donor, in the event that UNHCR, without providing to the Donor reasonable explanation therefor, (a) substantially deviates from agreed plans and budgets or (b) fails to provide narrative and financial reports in accordance with the terms of this Agreement. 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 30 days within which to reply to the Donor to explain the reasons for the alleged 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 Agreement by giving UNHCR written notice which shall take effect immediately upon receipt of such notice by UNHCR; or
- 16.1.2 by mutual agreement with effect as from such date as may be agreed upon among the Parties. Or
- 16.1.3 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 Agreement early pursuant to the foregoing, UNHCR shall to the extent possible give the Donor reasonable advance notice in writing.

Article XVII: Consequences of expiration and of early termination

- 17.1 Upon expiration or early termination of this Agreement, the obligations and rights 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 Articles 17.2 to 17.4 below.
- 17.2 In the event of early termination of this Agreement, 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.
- 17.3 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 and reasonable expenditure incurred to bring activities to a close in accordance with Article 17.2 above shall be met exclusively by funds from the Grant. If the funds paid in advance to UNHCR prior to the effective date of termination are not sufficient to meet UNHCR's obligations under legally binding commitments incurred prior to the effective date of termination or to meet necessary expenditures incurred in bringing the activities to an orderly conclusion, then UNHCR will submit a written request for such amount within 90 days after the effective date of termination and the Donor undertakes to promptly transfer to UNHCR the amount thereof

provided that the Donor's contribution to UNHCR shall not in any event, in aggregate, exceed the total amount of the Grant.

17.4 Within 120 (one hundred and twenty) days after the conclusion of activities funded by the Donor, UNHCR shall return to Donor any balance remaining and/or all unexpended funds that are not otherwise obligated by a legally binding transaction, unless the Parties otherwise agree on the proper use of any funds thus remaining.

Article XVIII: Settlement of disputes

18.1 Any difference in the interpretation and implementation of this Arrangement will be settled amicably by means of direct consultations and negotiations between the Parties.

Article XIX: Privileges and Immunities

19.1 Nothing contained in this Agreement 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 as have been accorded to UNHCR by Italy pursuant to the "Accordo" entered into between Italy and UNHCR on 2 April 1952 and any other applicable instrument.

Article XX: Miscellaneous

20.1 UNHCR shall be fully responsible for its own staff and other personnel, sub-contractors and partners in the implementation of activities, and for the services that they perform.

20.2 Nothing in this Agreement 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.

20.3 The rights and obligations of UNHCR under this Agreement shall not be assigned, transferred or pledged by either Party without the prior written consent of the other Party.

20.4 This Agreement may be amended by agreement of the Parties evidenced in writing.

This Agreement is signed in two original texts, in English.

For [the DONOR]:

Date: _____

Name: _____

Title: _____

For UNHCR:

Date: 5 July 2022

Name: Pia Paguio

Title: Officer-in-Charge, Associate Head, Donor Relations and Resource Mobilisation Service