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**PROJECT IMPLEMENTATION AGREEMENT
BETWEEN
THE INTERNATIONAL ORGANIZATION FOR MIGRATION
AND
DEPARTAMENT DE TREBALL, AFERS SOCIALS I FAMÍLIES
ON
INCLUD-EU: REGIONAL AND LOCAL EXPERTISE, EXCHANGE AND ENGAGEMENT FOR ENHANCED SOCIAL
COHESION IN EUROPE**

This Project Implementation Agreement is entered into by the **International Organization for Migration**, an organization part of the United Nations system, Mission in Italy, via L.G. Faravelli snc, 00195 Rome represented by Laurence Hart, Director, Coordination Office for the Mediterranean, hereinafter referred to as “**IOM**”, and the **Departament de Treball, Afers Socials i Famílies (DTASF)**, Passeig del Taulat, 266, 270, 08019 Barcelona, represented by Oriol Amorós i March, Secretary General of the Departament de Treball, Afers Socials i Famílies of the Generalitat De Catalunya, hereinafter referred to as the “**Implementing Partner**”. IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. Introduction

This Agreement concerns project activities to be implemented by the Implementing Partner under the Project entitled “Includ-EU: Regional and local expertise, exchange and engagement for enhanced social cohesion in Europe” (hereinafter the “**Project**”) financed under the European Union Grant Agreement No. 863744 (hereinafter the “**Grant Agreement**”).

Recognizing and leveraging on the diversity of territorial approaches and expertise on integration, the project seeks to contribute to building more inclusive and cohesive European societies. The project will enhance transnational knowledge and experience sharing, cooperation and partnerships between local and regional authorities with different levels of expertise on integration, representing different European realities. The project will bring together regions and municipalities from Greece (EL), Italy (IT), the Netherlands (NL), Romania (RO), Slovenia (SI) and Spain (ES). They are both protagonists (co-applicants) and beneficiaries of the action. The project is structured around key thematic areas consistent with the EU Action plan on integration. It relies on a peer-to-peer approach and capitalizes on territorial ownership and know-how.

On such grounds, the action will: a) enhance local and regional actors’ knowledge and capacities to implement innovative integration measures, by analyzing integration practices to distil thematic policy recommendations, and offering tailored capacity building opportunities; b) promote the implementation of innovative integration actions at territorial level, identifying lessons to enable their replication or scaling up; and c) set an informal network that encourages and leverages on diversity as an added value to facilitate integration, through regional thematic exchanges. As such, the project directly contributes to the implementation of European integration priorities, and to enhancing territorial capacities, resources and expertise to foster more cohesive European societies.

2. Integral Documents

2.1 The following documents form an integral part of this Agreement:

1. **Annex A** – Description of Action (Description of the Action as included in Annex I of the Grant Agreement);
2. **Annex B** – Project Budget specific to the Implementing Partner’s share;
3. **Annex C** – IOM’s Data Protection Principles;
4. **Annex D – Grant Agreement No. 863744** signed between the EU and IOM on 26.11.2019, including all its Annexes (hereinafter referred to as the “**Grant Agreement**”); and
5. **Annex E** – DTASF’s activities workplan/timeline.

2.2 In case of discrepancies between the applicable provisions of this Agreement and the applicable provisions of the Grant Agreement (Annex D), the latter shall prevail.

3. **Scope of the Agreement**

This Agreement defines the roles and responsibilities of each party in the implementation of the project “**Includ-EU: Regional and local expertise, exchange and engagement for enhanced social cohesion in Europe**”. The project shall be implemented from 01 January 2020 to 31 December 2022. The Implementing Partner shall commence the activities on **01 January 2020** and complete them fully and satisfactorily by **31 December 2022**.

4. **Responsibilities of IOM**

Subject to IOM’s privileges and immunities, and subject to IOM’s constituent instruments, internal instructions, guidelines, and decisions of its competent bodies, IOM undertakes to:

- i. Transfer the funds allocated to the Implementing Partner to carry out the activities described in the Description of the Action (Annex A) and Project Budget (Annex B);
- ii. Coordinate programme implementation and all programme activities, as described in detail in the Description of the Action (Annex A) and Timeline (Annex E);
- iii. Monitor and evaluate the activities carried out by the Implementing partner, on the basis of the project deliverables and the implementation timetable (Annex A, part 4);
- iv. Liaise and coordinate with the EU Commission, DG Home, and IOM Missions in the program countries, in all matters related to the Project; and
- v. Lead in the financial and narrative monitoring and reporting to the EU Commission DG Home.

5. **Responsibilities of the Departament de Treball, Afers Socials i Famílies**

5.1 The Implementing Partner undertakes to implement the activities assigned to it under the project “Includ-EU” in accordance with the Grant Agreement (Annex D), and the Project Budget (Annex B), which are an integral part of this Agreement. In particular, the Implementing Partner undertakes to:

- i. Keep information stored in the EC Participant Portal Beneficiary Register (via the electronic exchange system) up to date (see Article 12 of the Grant Agreement – Annex D);
- ii. Inform IOM immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 12 of the Grant Agreement – Annex D);
- iii. Submit to IOM in accordance with the Grant Agreement the following items in good time:
 - individual financial statements;
 - the data needed to draw up the technical reports (see Article 14 and Article 15 of the Grant Agreement – Annex D);

- any other documents or information required by the EU under the Grant Agreement, unless the Agreement requires the beneficiary to submit this information directly.
- iv. Secure co-funding share (10 % of the Budget of the EU contribution allocated to the Implementing Partner as per Annex B of this Agreement).

5.2 In addition to this, the Implementing Partner undertakes to implement the activities assigned to it under the Project in accordance with the Description of the Action included in the Grant Agreement (Annex D) and the Project Budget (Annex B), which are an integral part of this Agreement. The activities shall include, but not be limited to:

Work Package 1	Months 1 - 36	<ol style="list-style-type: none"> 1. Participation to Project's Steering Committee meetings, national Inception meeting and IOM coordination meetings 2. Note for File (NFFs) for the IPs participation will be disseminated after each meeting held in collaboration with IOM Italy and IOM Spain
Work Package 2	Months 3 - 36	<ol style="list-style-type: none"> 1. DTASF provides inputs to IOM Spain for the Thematic Briefings on good practices, under activity 2.1 2. DTASF provides inputs to IOM Spain and attend as participants in the trainings and capacity building sessions designed and organized by IOM, under activity 2.2 3. DTASF participates in thematic study visits, under activity 2.3 (Travel, attendance and active participation)
Work Package 3	Months 13 - 36	<ol style="list-style-type: none"> 1. DTASF will develop an innovative draft Mentorship Plan for the Pilot Integration action of young TCN in the host community (deliverable 1) that will be shared with IOM. 2. Final version of the Mentorship Plan for the Pilot Integration action of young TCNs (deliverable 2) will be delivered to IOM upon the lessons learned from the workshops envisaged under WP4. The final version will include: <ol style="list-style-type: none"> a. List of actions, objectives and expected results that will be developed in two different territories in Catalonia b. The final version of the Plan will include a Mentoring & Evaluation Plan (M&E) c. The final version of the Plan will develop a brief Risk Assessment Plan 3. Final Report on the implementation of the Pilot Integration Action will be delivered to IOM. The final report will include, but it is not limited to, the following components: <ol style="list-style-type: none"> a. Results and lessons learned from the implementation of the Pilot Integration Action 4. Lessons learned from the implementation of the M&E Plan
Work Package 4	Months 6 - 36	<ol style="list-style-type: none"> 1. DTASF will provide inputs and participate in the thematic workshop(s), under activity 4.1 2. DTASF will participate in the webinar(s), under activity

6. Finance

- 6.1 IOM agrees to provide financial support to the Implementing Partner in “Includ-EU: Regional and local expertise, exchange and engagement for enhanced social cohesion in Europe” (the “Project”) from 01 January 2020 to 31 December 2022 in the maximum amount of **EUR 62,999.46** (sixty-two thousand, nine hundred and ninety-nine Euros and forty-six cents) (the “**Contribution**”), representing 90% of the total budget for the part of the Project assigned to the Implementing Partner in accordance with the Budget attached to this Agreement (**Annex B**) and considered an integral part thereof.
- 6.2 As per the Grant Agreement (Annex D), the **Implementing Partner** agrees to **co-fund** the activities under the Project for **10% of the total budget** for the part of the Project assigned to the Implementing Partner, up to a maximum amount EUR **6,999.94** (six thousand, nine hundred and ninety-nine Euros and ninety-four cents). This contribution will go by Chapter I (human resources) of the budget of the Ministry of Labour, Social Affairs and Families of the Government of Catalonia and will be distributed between the years 2020-2022.
- 6.3 Payments shall be made in instalments in accordance with the following schedule and conditions, subject to IOM’s receipt of the related funds from the EU as well as of IOM’s receipt and approval of all certified copies of supporting evidence from the Implementing Partner:
- (a) The first instalment in the amount of **EUR 12,599.90** (twelve thousand, five hundred and ninety-nine Euros and ninety cents) shall become due after signature of this Agreement and upon IOM’s receipt of the Implementing Partner’s payment request.
 - (b) The second instalment of in the maximum amount of **EUR 37,799.67** (thirty-seven thousand, seven hundred and ninety-nine Euros and sixty-seven cents) shall become due after IOM’s receipt and approval of the interim report as described in Article 7, [after](#) IOM’s receipt of the request for payment and after the receipt of the final version of the Mentorship Plan.
 - (c) The final instalment in the amount of **EUR 12,599.89** (twelve thousand, five hundred and ninety-nine Euros and eighty-nine cents) not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of reimbursement instalments already transferred by IOM, shall be made upon completion of the Activities, subject to IOM’s receipt and approval of the final report as described in Article 7 and IOM’s verification of successful completion of all activities.
 - (d) The amount of the final instalment mentioned in paragraph (c) can be increased by the difference between the maximum amounts of the preceding instalments and the actual claimed amounts of the preceding instalments, up to the maximum of the Contribution amount indicated in Article 6.1.
 - (e) If at the end of the reporting periods covered by the mid-term report, less than 70% (seventy per cent) of the previous instalment provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the Project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalment, unless IOM approves the justification provided by the

Implementing Partner, which includes a project financial forecast explaining the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.

6.4 Payment shall be made by bank transfer in Euros (EUR) to the following bank account:

Account holder name : GENERALITAT DE CATALUNYA
Bank name: CAIXABANK S.A
IBAN: ES75 2100 5000 5202 0020 3872
BIC/SWIFT: CAIXESBBXXX

- 6.5 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM's designated representative or the competent bodies of the European Union or its representatives, upon request at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit or reproduction. On request, employees of the Implementing Partner shall be available for interview.
- 6.6. Any unspent funds and/or expenses not supported by the financial report and certified copies of supporting evidence or expenses found to be ineligible by the Donor shall be returned to IOM within 30 (thirty) days from IOM's notification to do so.
- 6.7 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate or when IOM reasonably suspects that the Implementing Partner is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.
- 6.8 The costs that the Implementing Partner incurs are eligible under the same conditions as those incurred by IOM under the provisions of Article 6 of the Grant Agreement, except Article 6.2 F thereof. In the event of failure to comply with those provisions or with the provisions of the present Agreement the relevant costs shall not be eligible for funding and shall not be covered by IOM.

7. Reporting

7.1 Financial report

7.1.1 A **mid-term financial report** shall be submitted to IOM no later than 30 June 2021. The mid-term financial report shall present how the contribution from IOM, as well as the co-funded part covered by the Implementing Partner, has been used from 01 January 2020 to 30 June 2021.

7.1.2 The **final financial report** shall be submitted to IOM no later than 31 January 2023 and shall cover the whole project duration. The final financial report shall include certified copies of supporting, an individual financial statement (see Annex 4 of the Grant Agreement) for the reporting period, an explanation on the use of resources (including the use of the co-funded

part financed by the Implementing Partner) and the information on subcontracting for the reporting period concerned.

7.1.3 All expenses included in the interim or final financial reports by the Implementing Partner must meet the following minimum criteria:

- (i) They are incurred in accordance with the provisions of this Agreement;
- (ii) They are necessary for carrying out the activities as described in Annex A of this Agreement;
- (iii) They are foreseen in the estimated Project Budget as described in Annex B of this Agreement;
- (iv) They are incurred during the implementation period of this Agreement;
- (v) They are genuine, reasonable, justified, comply with the principles of sound financial management;
- (vi) They are identifiable, recorded in the Implementing Partner's accounts in accordance with the accounting practices of the Implementing Partner and backed by supporting documents.

7.1.4 All financial reports shall be submitted in Euro and shall cover the total expenses for the Project activities to be implemented by the Implementing Partner, including expenses covered by the 10% co-funding contribution of the Implementing Partner in accordance with the Grant Agreement.

7.1.5 In case the Implementing Partner's accounting is established in a currency other than the euro, the Implementing Partner must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, calculated over the corresponding reporting period. If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, they must be converted at the average of the monthly accounting rates published on the Commission's website, calculated over the corresponding reporting period.

In case the Implementing Partner's accounting is established in euro, the Implementing Partner must convert costs incurred in another currency into euro according to their usual accounting practices.

7.2 **Narrative report**

A **mid-term narrative** report shall accompany each mid-term financial report. The interim narrative report shall cover the activities performed and the results obtained by the Project from 01 January 2020 to 30 June 2021. The report shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies. The final narrative report shall be submitted to IOM no later than 31 January 2023 and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.

7.3 The Implementing Partner shall give IOM all information on the Project and on the use of the resources provided by IOM within 20 (twenty) days – or shorter, in as much as possible, if the Donor requested submission within a shorter period – from IOM's reasoned request in addition to information contained in the reports, in order for IOM to comply in full with the Grant Agreement and/or the Donor's request under the Grant Agreement. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

8. Warranties

8.1 The Implementing Partner warrants that:

- (a) It is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Project in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Implementing Partner any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Project is implemented under this Agreement;
- (h) The Contribution specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Implementing Partner becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>) and the EU Restrictive Measures (www.sanctionsmap.eu) and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Implementing Partner shall ensure that this requirement is included in all subcontracts.
- (k) A commercial bank account for the business of the Implementing Partner does not exist. The beneficiary of the account in Article 6.4 is authorized by the Implementing Partner to receive remuneration for Activities detailed herein to this account. The Implementing Partner agrees to authorize the bank referred to in Article 6.4 to issue a statement upon request by IOM verifying that the account to which funds are transferred under this Agreement is also used for business purposes. The Implementing Partner must not use any funds received from IOM under this Agreement for any purpose other than covering costs incurred by the provision of the Activities outlined herein. In addition, the funds must be accounted separately from any other activities of the Implementing Partner.

8.2 The Implementing Partner warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Implementing Partner shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroy, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

8.3 The Implementing Partner further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.

- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

8.4 The above warranties shall survive the expiration or termination of this Agreement.

9. Assignment/Subcontracting

- 9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM or otherwise specified in the Grant Agreement signed with the European Commission. Any subcontract entered into by the Implementing Partner without approval in writing by IOM or not specified in Grant Agreement signed with the European Commission may be cause for termination of the Agreement.
- 9.2 In certain exceptional circumstances by prior written approval of IOM and the EU, specific jobs and portions of the activities may be assigned to a subcontractor in accordance with Article 10 of the Grant Agreement. Notwithstanding the said written approval, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Implementing Partner remains bound and liable under this Agreement and it shall be directly responsible to the IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

10. Delays/Non-Performance

- 10.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Description of the Action (**Annex A**), it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 10.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement 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 the affected Party.

As soon as possible after the occurrence of a *force majeure* event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the *force majeure* event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of *force majeure*, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing Partner is unable to perform its obligations under the Agreement by reason of *force majeure*. In the event of such suspension or termination, the provisions of Article 20 (Termination) shall apply.

11. Independent Contractor

The Implementing Partner, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all activities under this Agreement as an independent contractor and not as an employee or agent of IOM.

12. Confidentiality

12.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner and its contractors, where applicable, shall comply with IOM Data Protection Principles (Annex C to this Agreement) in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

12.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Implementing Partner and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Implementing Partner and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

12.3 IOM in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:

- IOM: XM-DAC-47066

13. 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. Where industrial and intellectual property rights (including rights of third parties) exist prior to the conclusion of this Agreement, the Implementing Partner must establish a list of such pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use and must submit it to IOM. The Implementing Partner must give IOM access to any pre-existing industrial and intellectual property rights needed for the implementation of the Project and compliance with the obligations under the Grant Agreement.

14. Notices

Any notice given pursuant to this Agreement 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: Laurence Hart

Via L.G. Faravelli snc, 00195 Rome, Italy

Email: lhart@iom.int

Departament de Treball, Afers Socials i Famílies (DTASF)

Attn: Esther Ferre Diaz

C. Calàbria, 147, 08015 Barcelona, Spain

Email: esther.ferre@gencat.cat

15. Dispute resolution

- 15.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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 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.

16. Use of IOM and Donor Name

- 16.1 The official logo and name of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of the European Union to the Project in any advertising or publicity connected with the Project in accordance with Article 22 of the Grant Agreement.
- 16.2 To the extent possible and without prejudice to the privileges and immunities of IOM, visibility of donors at relevant project sites and within promotional publications and other

communication activities will be ensured, provided that the activities do not endanger the lives and integrity of IOM staff or beneficiaries.

17. Status of IOM

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

18. Indemnity

18.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.

18.2 This indemnity shall survive the expiration or termination of this Agreement.

19. Waiver

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

20. Termination

20.1 This Agreement may be terminated by 6 (six) months' written notice to the other Party. However, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

20.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

20.3 In the event that the Grant Agreement is terminated earlier, IOM shall promptly notify the Implementing Partner, and this Agreement shall be terminated automatically on the same date the Grant Agreement is terminated. In such event, the Implementing Partner shall be entitled to payments in line Article 34 of the Grant Agreement.

20.4 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.

20.5 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Implementing Partner in writing when the suspension is lifted and may modify the completion date. The Implementing Partner shall not be entitled to claim or receive any Reimbursement or costs incurred during the period of suspension of this Agreement.

21. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

22. Entirety

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

23. Special Provisions

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept to implement the Project activities in accordance with the Grant Agreement including all the obligations and conditions it sets out.

24. Final clauses

24.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 20.

24.2 Amendments may be made by mutual agreement in writing between the Parties.

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

For and on behalf of
The International Organization
for Migration

Signature

Laurence Hart
Director, Coordination Office
for the Mediterranean
Date
Place

For and on behalf of
The Departament de Treball, Afers Socials i Famílies

Signature

Oriol Amorós i March
Secretary General of the Departament de Treball,
Afers Socials i Famílies
Date
Barcelona