

MAE00092652020-01-20



Ministero degli Affari Esteri
e della Cooperazione Internazionale

DGCS - Ufficio IV

Protocollo Arrivo

Classifica

NON CLASSIFICATO

Urgenza

ORDINARIO

Protocollo MAE00092652020-01-20 Data 20 GENNAIO 2020

Assegnazioni ROMA RAP ONU

Visione ADDIS ABEBA AMB / AICS ADDIS ABEBA / AICS ROMA

Diffusione LIMITATA Modalita' OPERATIVO TUM H/NN/SS

Oggetto FAO - ETIOPIA - AID 11755 ."LA FILIERA DELLA MORINGA PER LO SVILUPPO DELLE
COMUNITA' RURALI IN SNNPR, ETIOPIA." " - TRASMISSIONE ACCORDO DI ESECUZIONE.

Riferimento

Redazione DONATELLA.GENZANO

Firma FABRIZIO.NAVA Funzione

Allegato 1 ACCORDO FAO FIRMATO.PDF

Allegato 2

Allegato 3

Trattato in CHIARO Spedito il 20/01/2020 - 09:42:40

Sintesi Si anticipa Accordo progetto in esame. Seguirà originale a mano

Testo Con riferimento all'iniziativa in oggetto, si trasmette in allegato, per cortese inoltro all'Organismo interessato, copia dell'Accordo sottoscritto tra la FAO e la scrivente Direzione Generale per l'esecuzione del progetto in esame.

L'originale verrà recapitato a mano a Codesta Rappresentanza per i cortesi seguiti.

AICS
ADDIS ABABA

NO. DI PROT. 45/AICS/AAEN/20
DATA DI ARRIVO 21/01/20
FILE FAO AID 11755

FABEN
GUNA
UMIRONI

AGREEMENT

BETWEEN

**THE DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION OF THE ITALIAN MINISTRY OF FOREIGN
AFFAIRS AND INTERNATIONAL COOPERATION**

AND

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

Whereas the Directorate General for Development Cooperation of the Ministry of Foreign Affairs and International Cooperation (hereafter referred to as "Donor") hereby agrees to provide a contribution in support of the Food and Agriculture Organization of the United Nations (hereafter referred to as FAO) activities in Ethiopia.

Whereas the Italian Agency for Development Cooperation (hereafter referred as "AICS"), established by Italian Law 11 August 2014 no. 125, was created for the implementation of development cooperation policies. The AICS acts as the Donor's implementing agency and, subject to the guidance and supervision of the Donor, carries out the technical and operational activities related to the preliminary phase, development, financing, operation, and monitoring of cooperation initiatives;

Whereas FAO is prepared to receive and administer the Contribution for the implementation of the Project, as defined in Article 1 of this Agreement;

Whereas the FAO Director-General may, under Financial Regulation 6.7, accept voluntary contributions and establish trust funds to cover them, provided that the purposes of such contributions are consistent with the policies, aims and activities of FAO;

WHEREAS FAO and the Government of Italy concluded an agreement on 19 April 1982 (hereinafter referred to as "the Framework Agreement") to strengthen their cooperation for the purpose of implementing mutually agreed programmes and projects and achieving FAO's objectives;

Whereas it has been agreed between FAO and the Donor that FAO shall be responsible under the terms of this Agreement for the management of the funds contributed by the Donor to meet the costs of the Project;

Now therefore, the Donor and FAO, hereinafter jointly referred to as "the Parties" and individually also as "the Party", agree as follows:

Article 1. Scope of the Agreement

- 1.1 The Donor undertakes to contribute funds in the amount of EUR 1,435,434 (*One million four hundred thirty five thousand four hundred thirty four Euro/00*)(hereinafter referred to as “the Contribution”) to FAO for the implementation of project GCP/ETH/104/ITA entitled “**Improved rural livelihoods through support to Moringa Value Chain development in SNNPR - Ethiopia**” - **Identification number of the Italian Cooperation es AID 11755** - (hereinafter referred to as “the Project”), as described in the Project document attached hereto.
- 1.2 Unless otherwise provided in this Agreement, the provisions of the Framework Agreement, and any subsequent amendment thereto, will apply to this Agreement.

Article 2. Contribution and Financial Arrangements

- 2.1 Upon signature of the present Agreement, the AICS, will deposit the Contribution in the following bank account:

Account Name:	Food and Agriculture Organization – TF EUR
Bank Name:	Citibank, 33, Canada Square London, United Kingdom, E14 5LB
SWIFT/BIC:	CITIGB2L
IBAN Number:	GB96CITI18500817853858
Currency Type:	EUR
Reason for payment:	GCP/ETH/104/ITA for FAO activities in Ethiopia

AICS will transfer the Contribution in accordance with the following payment schedule:

- 1st installment of Euro 478,478.00 after signature of the Agreement;
 - 2nd installment of Euro 478,478.00 upon spending 50% and committing 70% of the 1st installment and submission of technical and financial reports;
 - 3rd installment of Euro 478,478.00 upon spending 50% and committing 70% of the 2nd installment and submission of technical and financial reports; the first tranche being 100% spent and reported.
- 2.2 The AICS shall inform FAO, by electronic means, when the Contribution is paid with remittance information to PS-ADG@fao.org providing the following information: donor’s name, FAO country office, Project symbol and title, donor reference. This information shall also be included in the bank remittance advice when funds are remitted to FAO.
- 2.3 Upon receipt of funds, FAO shall acknowledge receipt to AICS by electronic means to addisabeba@pec.aics.gov.it, as confirmation that the remitted funds have been received by FAO.

- 2.4 The contribution will be received and recorded based on the United States Dollar value at the United Nations rate of Exchange prevailing on the date of receipt of the Contribution. If a loss in the value of the Contribution is recorded, FAO shall inform the Donor with a view to determining whether any further financing could be provided by the Donor. Should such further financing not be available, the assistance to be provided to the Project may be reduced, suspended or terminated by FAO.
- 2.5 FAO shall maintain a separate account in United States dollars for the Contribution made available under this Agreement showing all income and expenditures. Expenditures incurred in a currency other than United States dollars shall be converted into United States dollars at the United Nations operational rate of exchange on the date of the transaction.
- 2.6 The Contribution shall be used exclusively for the purposes indicated in the Project Document.
- 2.7 If unforeseen increases in expenditures or commitments are expected (whether owing to inflationary factors, or unforeseen contingencies), FAO shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavors to make available to FAO the additional funds required. If the payments referred to in Article 2.1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with Article 2.4 above is not forthcoming from the Donor or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by FAO.
- 2.8 Any interest earned on the cash balance of the contribution will be used exclusively for the implementation of the project.

Article 3. Administrative and support services

In accordance with the decisions, policies and procedures of FAO Governing Bodies reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to a provision for indirect costs (Project Support Costs – PSC) incurred by FAO to provide administrative and operational services relating to the project. This provision shall not exceed 7% (seven percent) of the total direct costs of the project budget.

Article 4. Reporting

- 4.1 FAO will submit to the Donor:
- (a) Activity progress reports with provisional financial reports shall be submitted to the Donor every six months no later than 30 calendar days after the last day of every 6th month;
 - (b) One final project report within 45 calendar days of the operational completion date of the Programme or, in the event of termination of this Agreement, following such termination;

- (c) One annual financial statement certified by an authorized official of FAO (Finance Branch, Division for Management Services) as of 31 December of the year in question, to be submitted no later than 30 June of the following year;
 - (d) One final financial statement certified by an authorized official of FAO (Finance Branch, Division for Management Services) to be submitted no later than 30 June following the year in which the Programme was operationally completed.
- 4.2 The reports under paragraph 1 (a) and (b) of this Article will comprise narrative and interim financial information. Further to the reporting requirements stipulated under paragraph 1 (a) through (d) of this Article, FAO agrees to keep the Donor informed of key issues, progress and problems relating to the Programme, as appropriate.
- 4.3 All reports or statements referred to under this Article shall be prepared in FAO standard report. In the event that other donors contributed to the Programme, the reports under paragraph 1 (a) through (d) of this Article shall be consolidated.

Article 5. Evaluation

The evaluation of the Programme shall be subject to the provisions contained in the FAO Evaluation Policy as approved by FAO's Executive Board.

Article 6. Equipment

All material, equipment and supplies purchased by FAO will be used exclusively for the execution of the Project and shall be purchased, utilized and disposed of in accordance with FAO's rules and administrative practices. The ultimate destination of equipment procured under this Project will be decided by FAO in consultation with the Donor and the Government of the country where the Project is implemented, or benefitting from it.

Article 7. Audit

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of FAO. Should the annual Audit Report of the External Auditors to FAO governing bodies contain observations relevant to the Contribution, such information shall be made available to the Donor.

Article 8. Use of Logos

The Parties agree not use in any press release, memo, report or other published disclosure related to this Agreement any of the other Parties' name, emblem and logo without prior written agreement by the Party concerned.

Article 9. Confidentiality

Neither Party shall communicate to any other person or entity any confidential information shall made known to it by the other Party in the course of the implementation of this Agreement nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.

Each Party will keep the negotiations and the contents of this Agreement confidential, unless the other Party has given its prior written permission for disclosure.

Article 10. Intellectual property rights

Intellectual Property Rights in materials developed under this Agreement, such as information, software and designs, will be vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof.

Article 11. Force Majeure

- 11.1 If at any time during the course of this Agreement it becomes impossible for the Parties to perform any of their obligations for reasons of Force Majeure, that Party shall promptly notify the other in writing of the existence of such Force Majeure. The Party giving notice is thereby relieved from such obligations as long as Force Majeure persists.
- 11.2 For the purpose of this Agreement, the term "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.

Article 12. Termination of the Agreement

Either party may give the other notice of termination of this Agreement. Such termination shall enter into effect six months after notice has been received, subject to the settlement of any outstanding encumbrances. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities.

Article 13. Prevention of Corruption and Fraud

- 13.1 Both the Donor and FAO are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and FAO Financial Rules and Regulations and procurement rules, FAO 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 FAO, observe the highest standard of ethics and integrity.
- 13.2 In accordance with FAO's regulations, rules and directives, any allegations of fraud and corruption in connection with the implementation of the Project are required to be reported to the Office of Inspector General (OIG) in a timely manner. Credible allegations will be investigated by OIG in accordance with its regulations, rules, policies and procedures. FAO will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by FAO.
- 13.3 Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, FAO will:
- a. Use reasonable efforts to recover any part of the Contribution, which OIG has established as being diverted through fraud or corruption; and
 - b. As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which FAO has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.
- 13.4 Any information provided to the Donor in relation to any matters arising under the Article shall be treated by the Donor as strictly confidential.
- 13.5 Any action further to the above paragraphs shall be consistent with FAO regulations, rules and directives.

Article 14. Applicable law, Privileges and immunities, and Settlement of disputes

- 14.1 This Agreement shall be subject to the general principles of law to the exclusion of any national system law. Such general principles of law shall include the UNIDROIT General Principles of International Commercial Contracts 2010.
- 14.2 Any dispute, controversy or claim arising out of this Agreement shall be resolved amicably through consultations, or through such other means as agreed between the Parties.
- 14.3 Nothing contained in this Agreement, or in any document related thereto, shall be construed as: (i) a waiver of any of the privileges and immunities enjoyed by FAO under national and international law; (ii) the

acceptance by FAO of the applicability of any single national law to FAO; and (iii) the acceptance by FAO of the jurisdiction of the courts of any country over disputes arising from assistance activities under the Project.

Article 15. Notice

Any notice or correspondence required under this Agreement, between FAO and the Donor, shall be addressed as follows:

To AICS:

Mr Tiberio Chiari
Head of Office
Italian Agency for Development Cooperation
c/o Embassy of Italy in Ethiopia
Villa Italia Kegenà
P.O. Box 1105
Addis Ababa - Ethiopia

segreteria.addisabeba@aics.gov.it

To FAO:

Ms Fatouma Djama Seid
FAO Representative in Ethiopia
FAO Representation in Ethiopia
Food and Agriculture Organization of the
United Nations
P.O. Box 5536
Addis Ababa -Ethiopia

FAO-ET@fao.org

Article 16. Final provisions

- 16.1 Any unspent fund that remains after all commitments and liabilities have been satisfied shall be disposed by FAO according to indications agreed upon with AICS.
- 16.2 Notwithstanding the expiration or termination of this Agreement, FAO may apply any unutilized portion of the Contribution to permit the orderly conclusion of the Programme 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.

Article 17. Amendment

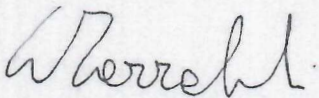
This Agreement may be amended through an exchange of letters between the Donor and FAO. The letters exchanged to this effect shall become an integral part of this Agreement.

Article 18. Entry into Force and Duration

This Agreement shall enter into force upon the signature of this Agreement by the Parties hereto, on the date of the last signature. It shall remain in force for a period of 36 (thirty six) months and shall expire at the end of the last day of this period unless it is extended by the Parties in writing. It is understood that any delay by the Donor of the first payment relating to the Contribution will be added to the period of duration of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two originals, one for each Party, with each text being equally authentic.

**For the Directorate General for Development
Cooperation of the Ministry of Foreign Affairs
and International Cooperation:**



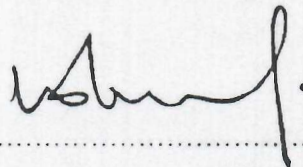
**Il Direttore
Luca Mastrapieri**



Date:

20.11.2019

**For the Food and Agriculture Organization
of the United Nations:**



Roberto Ridolfi
Assistant Director-General
Programme Support and Technical Cooperation
Department

Date:

06/12/2019