**BENEFICIARY ASSISTANCE FORM**

The Organization *Insert the name of the organization* (hereinafter referred to as the "**Beneficiary**"), represented by its Legal Representative *Enter the name of the legal representative of the beneficiary organization*, agrees to receive from the **International Organization for Migration** represented by the Mission in Italy (hereinafter referred to as "**IOM**"), an organization part of the United Nations system, a contribution (hereinafter referred to as the "**Contribution**") in the framework of the project entitled: "Draft the Future! Towards a Diaspora Forum in Italy" (the **“Project”**) and to cooperate with it, in compliance with the terms and conditions set out in this "Beneficiary Assistance Form – Convention with the International Organization for Migration" (hereinafter referred to as the "**Form**"):

1. Under the framework of the Project, IOM shall provide the amount of EUR *Insert the amount of the contribution in numbers* (*Insert the amount of the contribution in numbers*) (the **“Contribution”**) to Beneficiary to implement the educational activity indicated in the IOM-approved Training Plan (**Annex B to the Call for Applications**) submitted during the **Call for Applications** stage which shall be considered integral part of this Form (**Annex I**).
2. The Beneficiary understands that the Contribution is the maximum amount that IOM may grant to Beneficiary’s activities under the Project. IOM shall transfer the Contribution in one instalment and according to the terms set by the call under which the Beneficiary was selected as a winner. The payment shall be made by bank transfer in Euros (EUR) to the following bank account:

|  |  |
| --- | --- |
| Name and address of the bank of the organization |  |
| Bank account n° |  |
| I.B.A.N. |  |
| Bank account holder |  |

No provision shall be made for the disbursement of funds other than as indicated in this Form or for the transfer of cash.

1. The Beneficiary agrees to be responsible for the use of the Contribution for the educational activity referred to in **Annex I**, in line with the documentation approved by the IOM during the selection of the proposals received.
2. The Beneficiary accepts that by executing this Form, it shall assume the following responsibilities:
3. To use the Contribution exclusively for purpose specified in **Annex I**;
4. To provide IOM with the signed agreement (**Annex II**) between the Beneficiary and the individuals who will undergo the educational activities specified in **Annex I**;
5. To provide IOM, if requested, with the documents proving the registration, attendance, and completion of the activities specified in **Annex I**;
6. To report to IOM on the activities of competencies-sharing within the organization using the template in annex to this Form (**Annex III**)
	1. [ ] by the end of the educational activity on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. [ ] by the 1st of December 2024.[[1]](#footnote-2)
7. Maintain supporting documentation and records relevant to expenditure of the Contribution within 7 (seven) years from the date of receipt of the Contribution and permit IOM access to these documentation and records upon IOM’s request;
8. To allow IOM to monitor the use of the Contribution granted for the duration of the activities under **Annex I**;
9. Provide feedback on the status and progress reports to IOM as and when required;
10. Inform IOM immediately in case of a change of circumstances, which will make it impossible to use the Contribution for the purpose indicated in **Annex I**;
11. Ensure that the project activities are conducted in accordance with local laws and regulations, including ensuring that all relevant permits and licenses are obtained; and
12. Be solely responsible for the payment of any taxes or levies on revenues arising from the use of the Contribution as referred to in **Annex I** of this Form.
13. The Beneficiary further accepts the obligation to return to IOM directly the amount stated in Paragraph 1 above in the following instances: (a) if the activity under **Annex I** is terminated due to its own fault; or (b) the Contribution is not used for the purposes that it declared.
14. The Beneficiary accepts that IOM may terminate the Beneficiary’s participation in the Project and may recall the assistance provided without need of prior notice in any of the following cases:
15. It is discovered that the Beneficiary provided incorrect or fraudulent information on facts that may affect its eligibility to take part in any of the following: (i) the Project’s call for proposals for educational activities; (ii) during the implementation of the educational activities; or (iii) the Beneficiary failed to provide material information or supporting documents before or during the grant of the Contribution;
16. The behavior of the Beneficiary, and/or of one or more of its members and/or of one or more of its partners in the implementation of the Project is damaging to the interests of IOM, its donors, and/or its implementing partners;
17. The Beneficiary violated any of the terms of this Form and its Annexes;
18. The Contribution is used for activities not envisaged in the application documents, this Form and its Annexes or for purposes that IOM deems inappropriate;
19. The Beneficiary fails to complete the educational activities or discontinues them for an unreasonable period without communicating a valid reason to IOM; and
20. The Donor/s determine that the Beneficiary is ineligible to take part in the Project.
21. The Beneficiary agrees and confirms that by executing this Form, IOM shall undertake no other obligations or commitments other than the provision of the Contribution specified above, subject to IOM’s availability of funding.
22. If, for any reason, the Beneficiary does not carry out or is not able to carry out its obligations under this Form, it must give notice and full particulars in writing to IOM as soon as possible, and IOM shall take such action as in its sole discretion is considered to be appropriate or necessary under the circumstances.
23. The Beneficiary shall abide by the highest ethical standards in the performance of this Form, 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 Beneficiary shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
	* + 1. 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 application process or in contract execution;
			2. 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/application 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;
			3. a collusive practice, defined as an undisclosed arrangement between two or more bidders/participants designed to artificially alter the results of the tender/selection process to obtain a financial gain or other benefit;
			4. a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender/selection process to influence improperly its activities, or affect the execution of a contract.
			5. an obstructive practice, defined as (i) deliberately destroying, 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 present 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.
			6. 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.
24. The Beneficiary further warrants that it shall:
25. Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by any persons engaged and/or controlled by the Beneficiary to perform activities under this Form (“personnel”).  For the purpose of this Form, SEA shall include:
	1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours 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 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.
26. Strongly discourage any of the Beneficiary’s personnel having sexual relationships with IOM beneficiaries.
27. 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.
28. Always adhere to above commitments. Failure to comply with (a)-(d) shall constitute grounds for immediate cessation of cooperation between me and IOM who may bring the matter to the attention of national authorities.
29. The Beneficiary hereby releases, discharges and agrees to hold harmless IOM from any liability or damage caused, directly or indirectly, to any person, in connection to any assistance it receives from IOM. The Beneficiary agrees that in the event of personal injury or death, including loss, and damage to property during and/or after its participation in the Project, neither IOM nor any other participating agency, will in any way be held liable or responsible. This indemnity shall survive the expiration or termination of its participation under the Project.
30. The Beneficiary agrees that any dispute, controversy or claim arising out of or in relation to the assistance provided and the terms and conditions of this Form, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply. If 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.
31. The Beneficiary agrees that this Form as well as the arbitration agreement above shall be governed by the terms of the present Form and supplemented by internationally accepted general principles of law for the issues not covered by this Form, to the exclusion of any single national system of law that would defer this Form 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 paragraph survives the expiration or termination assistance provided and the present Form.
32. The Beneficiary agrees that nothing in or relating to this Form shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.
33. The Beneficiary agrees that it shall not use the official logo and name of IOM and its donor unless in connection with its participation in the Project and with the prior written approval of IOM.
34. The Beneficiary agrees that all communication and visibility materials produced in the framework of the Project, including any video-documentary that may be produced, if any, shall be submitted to IOM for approval before distribution, considering suggestions and possible amendments as per IOM’s review. The Beneficiary shall ensure that any partner, contractor, if applicable, employee, personnel, agent, representative or any other person acting in behalf of the Beneficiary shall strictly comply with all the requirements of this provision.
35. The Beneficiary agrees that if any part of this Form is found to be invalid or unenforceable, that part will be severed from this Form and the remainder of the Form shall remain in full force.
36. The Beneficiary declares that the information provided to IOM is true, correct and based on certified official documents. The Beneficiary accepts that if a false statement was made in this Form, the assistance provided by IOM may be terminated at any time.
37. The Beneficiary hereby accepts the terms and conditions of this Form and undertakes to return it signed and dated to IOM. The Beneficiary understands that failure to do so will result in the automatic cancellation of this Form and the assistance provided.
38. The Beneficiary understands that the collection and retention of personal and Beneficiary’s official data (hereinafter collectively referred to as the “data”) are necessary for the provision of assistance under the Project. The Beneficiary has been informed about the specified and additional purpose(s) for which these data are collected, and hereby authorize IOM and any authorized person or entity acting on behalf of IOM to collect, use and dispose of the data provided in any forms that any of the Beneficiary’s agents, representatives and staff may sign in relation to the Beneficiary’s participation Project. The Beneficiary is aware and agrees that the data will be processed by IOM to achieve the specified purpose(s) stated in this Form.
39. The Beneficiary hereby [ ]  authorize IOM / [ ]  does not authorize IOM to use any photographs/footage taken of the activities under the Project in information materials produced by IOM, including IOM website and other publicly available media. The beneficiary [ ]  could be / [ ]  could not be mentioned in such information materials.
40. This Form is executed in the English and Italian languages. In case of any discrepancy between the 2 (two) language versions, the English version shall prevail.

*Signed in 2 (two) original copies in English and in Italian.*

**Signed at (place)*………………………………………*on (date)*…………………………………………….***

**Name of the Organization receiving the Contribution:** …….

**Legal Representative name and surname:** ………….

**Legal Representative Signature …………………………………………………………………………….**

1. Should the activity specified in Annex I run beyond 2024, please select this option. [↑](#footnote-ref-2)