

SPECIFIC AGREEMENT

Between: The Government of Belgium, represented by its Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation;

And: The International Organization for Migration.

IOM and the Government of Belgium are also hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

1. Subject of this specific agreement

1.1. This Agreement relates to a financial contribution to be made by the Government of Belgium, acting through its Directorate-General for Development Cooperation (hereinafter referred to as "the donor") to the International Organization for Migration (IOM), for the purpose of the implementation of the project "O-REMIT: Offer cost-effective alternatives for remittances and opportunities for investment of savings", as highlighted in the attached Annex 1 (hereinafter "the project").

1.2. This project aims to offer cost-effective alternatives for remittances and opportunities for investment and savings. The project is built on 3 streams:

- 1.2.1. Understand the remittance flows and behaviors of diaspora in Belgium;
- 1.2.2. Make the remit senders in Belgium and the remit receivers in countries of origin (3 selected corridors) increasingly aware of different remit options and factors that influence remitting behavior;
- 1.2.3. Offer the opportunity to diaspora to use savings for SME investments within 3 targeted African economies.

1.3. The following documents form an integral part of this Agreement.

- Annex A – Narrative Project Proposal, and;
- Annex B – Project Budget.

2. Accordance with the Framework Arrangement

2.1. All the provisions applicable to earmarked contributions to specific IOM programs/project proposals of the Framework Arrangement signed between IOM and the Government of Belgium on September 22nd, 2016 (hereinafter the "Framework Arrangement"), apply to the present Specific Agreement. IOM shall receive and administer the contribution in accordance with its regulations, rules and directives. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of IOM.

3. Financial contribution

3.1. Amount of the contribution

The Government of Belgium will make available an amount of maximum 1.000.000 EUR (one million euro) (hereinafter referred to as "the contribution") for the project "O-REMIT: Offer cost-effective alternatives for remittances and opportunities for investment of savings".



3.2. Schedule of payments

The contribution will be paid in three installments.

The first installment will be paid:

- upon receipt of IOM's countersignature of this Specific Agreement, and;
- upon receipt of a formal request for the payment of the contribution stating IOM's bank account for payment as mentioned under 2.1.

Both should be send to the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation – DO_Migration – Rue des Petits Carmes, 15 – 1000 Bruxelles.

The second instalment will be paid upon receipt of a formal payment request by mid-September 2023 and on the condition that the first interim report relating to the implementation period (December 2022-July 2023) of the project has been received.

The last instalment will be paid upon receipt of a formal payment request by mid-September 2024 and on the condition that the second interim report relating to the implementation period (December 2022-July 2024) of the project has been received.

A copy of all documents will be sent also by email to the person in charge of your file, as mentioned in Article 9.

The contribution will be paid in accordance with the schedule of payments set below:

Schedule of Payments	Amount (in EUR)
First instalment (upon signature)	400.000
Second instalment	400.000
Last instalment	200.000

3.3. Payment of the contribution

The payment of the Contribution will be transferred according to the above schedule of payments into IOM's bank account:

Beneficiary Bank: CITIBANK, N.A., LONDON
Address: Citigroup Centre, Canary Wharf, London E14 5LB
SWIFT Code / BIC: CITIGB2L
Account Name: IOM Geneva
EUR Account Number: 10810614
IBAN: GB57 CITI 1850 0810 8106 14

4. Administration of the contribution

4.1. The Contribution covers a duration of 24 months, starting from the date of signature of this Specific Agreement by both Parties.

4.2. The Contribution shall be exclusively used for the activities described in the IOM narrative project proposal for O-Remit.



4.3. The Contribution shall be managed by IOM in accordance with its financial regulations and other applicable rules, procedures and practices as stipulated in paragraph 4.4. e) of the Framework Arrangement.

4.4. Any modification of the present agreement and proposal, shall be officially requested to the Director General of the DGD and must receive its written approval. Requests for extension of the project duration have to be submitted at least two months before the projects initial end date.

5. Justification, reporting and refunding

5.1. IOM will provide:

A. a first interim narrative and financial report by mid-September 2023 covering the the implementation period: December 2022- July 2023

B. a second interim narrative and financial report by mid-September 2024 covering the implementation period: December 2022- July 2024

C. a final narrative and financial report within 90 days after completion of the duration mentioned in paragraph 4.1, covering the entire implementation period.

The format of the financial reports and level of details provided in the reports will be in line with the level of details presented in the Annex B – project budget.

5.2. Any part of the contribution which has not been used upon completion of the project, as reported in the financial report, and after all commitments and liabilities have been satisfied and all activities brought to an orderly conclusion, shall be used in accordance with Article 4.4. f) of the Framework Arrangement.

5.3. The contribution shall be subject exclusively to the internal and external auditing procedures provided in paragraphs 4.4. e) and h) of the Framework Arrangement. If the external Auditor's audit opinion should include observations about the way the Contribution is used, IOM commits to inform the DGD in this regard and to update the DGD of its answer and potential actions to correct the situation.

6. Fraud and Anti-corruption measures

6.1. IOM will, without prejudice to its privileges and immunities, provide as soon as possible information relating to any instances of credible allegation of fraud or corruption with regards to an earmarked contribution in accordance with its internal oversight and accountability mechanisms. IOM's obligation to provide information in accordance with this Article is subject to the condition that such notification shall not, in the opinion of IOM, jeopardize the proper conduct of an investigation into credible allegations or the safety or security or due process and privacy rights of the individuals involved. Any information provided to the Government of Belgium in this regard shall be treated by the Government of Belgium as strictly confidential and shall be restricted on a legitimate "need to know" basis.

7. Visibility, interpretation and dispute

7.1. Where appropriate and in line with its rules, IOM will refer to the Contribution with regards to the project or its activities in publications, speeches, press releases or similar communications. IOM will also inform the DGD of these communications by sending an email to the person in charge of your file mentioned under the heading of this letter.



7.2. Any dispute concerning the interpretation or implementation of the Contribution shall be settled by negotiation, as agreed upon by IOM and DGD.

7.3. If, any time, a Party determines that the purpose of this agreement can no longer be effectively or appropriately carried out, the present agreement may be terminated at the initiative of either IOM or DGD giving thirty (30) days written notice. Contractual obligations entered into force between IOM and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

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

8. Consultation

8.1. IOM shall provide the representatives of the Federal Public Service of Foreign Affairs, Foreign Trade and Development Co-operation, on request and within the frame of IOM's rules and regulations, with information concerning the use of the Contribution and the progress of the project.

9. Correspondence

The offices responsible for all matters related to Specific Agreement are:

For Belgium:

Federal Public Service Foreign Affairs,
Foreign Trade and Development
Cooperation
Directorate-General Development
Cooperation and Humanitarian Aid

For IOM:

International Organization for Migration
Country Office for Belgium and
Luxembourg
Rue Montoyer 40
1000 Brussels


Contact person and e-mail address with
regards to this contribution:

Special Envoy on Migration and Asylum
Lieven De La Marche
(lieven.delamarche@diplobel.fed.be)
Rue des Petits Carmes, 15
1000 Brussels
Belgium

Contact person and email:
mahabib@iom.int

Accepted on behalf of the Donor:

Accepted on behalf of the International
Organization for Migration



12 DEC. 2022

Mr. Frank Vandenbroucke
Deputy Prime Minister and
Minister of Social Affairs and Public Health,
in charge of Development Cooperation
and Major Cities Policy

Ms. Marise Habib
Chief of Mission IOM Belgium and
Luxembourg

