



Home Office

MEMORANDUM OF UNDERSTANDING

between

SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

**THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM),
AWARD OF GRANT FUNDING IN SUPPORT OF THE MODERN SLAVERY
FUND NIGERIA PROGRAMME – VICTIM SUPPORT**

FY 2018/19 to FY 2020/21

**HOME OFFICE
MODERN SLAVERY UNIT**

**2 Marsham Street
London SW1P 4DF**

The Project	24
Background	24
Key Deliverables.....	24
Limitations on Funding Use.....	25
Key Roles and Responsibilities	25
Indicative Expenditure Breakdown.....	25
SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE	27
SCHEDULE 3 – IN YEAR MONITORING AND REPORTING REQUIREMENTS	32
Critical Success Factors.....	32
Annual Review	33
Risk Management.....	33
Ad Hoc Reporting.....	33
SCHEDULE 4 – PROGRAMME CLOSURE PLANNING.....	35
Payment Request and In-year Financial Monitoring Report	36
ANNEX B	37
AUTHORISED REPRESENTATIVES	37
ANNEX C	39
THE RECIPIENT'S DELIVERY PROPOSAL	39
ANNEX D - CHANGE CONTROL RECORD	40
ANNEX E – GRANT VARIATION NOTICE (TEMPLATE).....	41



- (f) **"Data Protection Principles"** mean the Partner's own obligations to protect data as described in Part 1 of the IOM Data Protection Manual¹.
- (g) A **"Day"** means any calendar day Sunday through Saturday (inclusive).
- (h) **"Delivery Partner"** means any third-party provider working with the Partner in the delivery of this Agreement for the provision of the Scheme.
- (i) **"Delivery Proposal"** means the Partner's proposal at Annex C for achieving the Authority's objectives described in Schedule 1.
- (j) **"Duplicate Funding"** means being funded from elsewhere (i.e. from other external sources) to deliver the same or similar activity. Alternate sources of funding, for example, any match or pooled funding, where declared, would not be considered Duplicate Funding so long as the Partner can demonstrate what additionality (volumes; scope; geography) this enables the Purpose to achieve.
- (k) **"Eligible Expenditure"** means expenditure incurred by the Partner in accordance with and/or in order to achieve the Purpose or as otherwise agreed between the Parties. Eligible Expenditure includes an amount to cover the cost of providing an Independent Assurance report, in relation to this Grant.
- (l) The **"Funding Period"** means Eligible Expenditure incurred during the period:
- Year 1: 15 01 2019 to 31 03 2019
 - Year 2: 01 04 2019 to 31 03 2020
 - Year 3: 01 04 2020 to 31 03 2021
- (m) The **"Grant"** means the monies payable in GBP (£) sterling by the Authority to the Partner under the terms of this Agreement, the amount of which (the **"Grant Amount"**) shall not be more than:
- Year 1: Two hundred and fifty-two thousand, seven hundred and ninety-eight pounds (£252,798)
- And indicative future funding as follows [to be confirmed in writing by the Authority in the relevant year]:
- Year 2: One million six hundred eighty-five thousand seven hundred six (£1,685,706)
 - Year 3: one million two hundred sixty-one thousand four hundred ninety-seven (£1,261,497)
- (n) A **"Grant Variation Notice"** means the official communication notifying the Parties and specifying the changes that have been made to the Agreement.

¹ IOM Data Protection Manual can be viewed online:
http://publications.iom.int/system/files/pdf/iomdataprotection_web.pdf

Terms and Conditions

2. Grant Offer

- 2.1. Subject to the Partner complying with the terms and conditions set out in this Agreement, the Authority offers to pay the Grant to the Partner as a contribution towards Eligible Expenditure.
- 2.2. The Partner acknowledges that the Authority agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Agreement.
- 2.3. The Authority and Partner may mutually agree to extend the provisions of the Grant to enable continuance of the Purpose for up to 2 (two) further financial years i.e. 2021/22 and 2022/23. Where this option is exercised, the Grant will be varied in accordance with Article 18 ("Amendments to the Agreement").
- 2.4. This Grant is paid to the Partner in exercise of the power conferred by International Development Act 2002.

3. Purpose and extent of the Grant

- 3.1. The Partner may not use the Grant for any activities other than the Purpose, or as approved in writing by the Authority. Further details of the Purpose of the Grant are as defined in Schedule 1 (the "Purpose").
- 3.2. The Partner is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.
- 3.3. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to Staff.
- 3.4. Before entering into any agreement with another organisation offering supplementary funding towards delivery of the Purpose, the Partner must inform the Authority of the details including, but not necessarily limited to, the organisation, value, scope, nature and any conditions of the funding. Such an agreement must not conflict with the core responsibilities in delivering the Purpose.

4. Amount of the Grant

- 4.1. The Authority has agreed funding of up to the Grant Amount, subject to compliance by the Partner with the terms of this Agreement.
- 4.2. The Partner acknowledges that the Grant is not a consideration for any taxable supply for VAT purposes. The Grant Amount is therefore awarded exclusive of any VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any amounts in respect of VAT in addition to the grant.
- 4.3. Where VAT is or becomes chargeable on the Grant Amount, the Authority shall, subject to the receipt of a valid VAT invoice, promptly pay the Partner the amount of such VAT at the prevailing rate.



provided in writing, in PDF format, and in accordance with the requirements of Clause 5.3 and 5.4.

- 5.5. The Authority reserves the right to withhold all or any of the Grant, except for expenditure actually incurred in achieving the outcomes within the scope of this Agreement, if the Authority has reasonably requested information / documentation from the Partner and this has not been received by the Authority in the timescales reasonably required.
- 5.6. The Authority is not permitted to pay the Grant in "advance of need". If the Authority reasonably believes that payment is being made in "advance of need", it may change the timing and/or the amount of any outstanding Grant payments.
- 5.7. Nothing in this Agreement shall oblige the Authority to provide the Grant beyond the Funding Period. Any sums incurred after this date, as a consequence of the work carried out in this Agreement, are subject to prior written approval by the Authority, such approval not to be unreasonably withheld.

6. Managing the Grant

- 6.1. The Partner shall account for the Grant on an accruals basis. This requires the cost of goods and/or services to be recognised when the goods and/or services are received, rather than when they are paid for.
- 6.2. Each Party must notify the other of:
 - (a) At least one nominated person who will act as the Party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.

These details will be maintained and updated as required using Annex B.
- 6.3. The Partner shall submit reports and in-year monitoring information as detailed in Schedule 3.
- 6.4. The Authority may, in addition, ask the Partner to clarify information provided to it. If so, the Partner shall comply with any reasonable request.
- 6.5. The Partner shall provide the Authority with Quarterly reports and in-year monitoring information narrative reports and financial statements as required in Schedule 3.
- 6.6. Where the Partner has obtained supplementary funding from a third party for its delivery of any part of the Purpose, the Partner shall include the amount of such supplementary funding in its financial statements together with details of what that supplementary funding has been used for.
- 6.7. The Authority may ask the Partner to provide it with an end-year monitoring report (also referred to as an "outturn statement"). If so, the Partner shall comply with any reasonable request.

A handwritten signature in black ink, followed by the initials 'AG' written in a similar style.

accounts, deeds, and any other relevant documentation, whether in writing or in electronic form.

- 7.2. Where the Partner is working in partnership and its partner(s) wish to retain such documentation, the Partner should obtain from the partner(s):
- (a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and
 - (b) a signed undertaking that the partner will retain such documents for the period prescribed above.
- 7.3. Where funds provided under this Agreement are spent on capital items, the Partner must, where applicable:
- (a) Maintain an Asset register of such capital Assets. This register shall record as a minimum,
 - the date the item was purchased,
 - the price paid, and
 - the date of disposal
 - (b) Provide proof of insurance coverage for the useful life of the relevant capital Asset
 - (c) Make the capital Assets available for inspection
- 7.4. Assets will be the property of the Partner for the duration of the Funding Period.
- 7.5. The Partner shall undertake all necessary maintenance and upkeep activities including but not limited to the proper insurance, routine inspection, testing, maintenance, repair and refurbishment of such Assets.
- 7.6. The Partner shall maintain records in relation to Assets which require active maintenance and will make them available to the Authority upon reasonable request.
- 7.7. On the expiry or termination of this Agreement (howsoever caused), title in the Assets shall transfer to the Authority, unless otherwise expressly agreed in writing between the Parties.
- 7.8. At any time after purchase, where the Partner proposes to sell or change the use of the Asset then the Partner must consult the Authority to determine what should happen to the proceeds of the sale.
- 7.9. The Authority may require the Partner to:
- a. seek approval prior to disposal of any of the Assets, and
 - b. return proceeds from sale of any Assets to the Authority.
- 7.10. The provisions of Clause 7.10 and 7.11 shall survive the termination of this Agreement, however that occurs.
- 8. Audit and inspection**



- 9.2. Where the Grant will be distributed outside the United Kingdom and/or the European Union the Partner shall use its best endeavours to ensure that:
- (a) such funding does not contravene the laws of any other country; and
 - (b) such funding is not used to support activities which could bring the Authority's name into disrepute.
- 9.3. The Partner shall ensure that it has relevant organisational policies in place to deliver the Purpose. These should include, but not be limited to whistleblowing, safeguarding; *diversity and equality*; *ethical behaviours*; *data protection*; *information security* shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board. All Staff must be aware of these policies and of how to raise any concerns.
- 9.4. No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 9.5. The Partner must take all reasonable steps to ensure that it and anyone acting on its behalf shall not bring the Authority or the Programme into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 9.6. At all times whilst delivering the Purpose the Partner shall be mindful of the intent, and apply the spirit, of the UK Government's Supplier Code of Conduct¹ which outlines the standards and behaviours that the government expects of all its delivery partners
- 9.7. The Grant may not be used to support or promote religious activity. This will not include inter faith activity.
- 10. Procurement procedures**
- 10.1. The Partner must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 10.2. In procuring any goods or services using Grant monies, the Partner shall follow its own procurement guidelines.
- 10.3. Where the Partner enters into a sub-contract (or other form of agreement or arrangement) for the provision or delivery of any part of the Purpose, the Partner shall ensure that a term is included in the sub-contract which requires the Partner to pay all sums due to the sub-contractor within a specified period not exceeding thirty (30) Days from the date of receipt of a valid invoice as defined by the terms of that sub-contract.
- ¹ <https://www.gov.uk/government/publications/supplier-code-of-conduct>
- 10.4. If the Authority becomes aware that the Partner has failed to pay a Delivery Partner's undisputed invoice within thirty (30) Days of receipt, the Authority shall be entitled to publish the details of the Partner's late or non-payment (including on government websites and in the press). The Authority shall notify the Partner in writing in advance of its intent to do so.

Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.

12. Breach of Grant Conditions

12.1. If the Partner fails to comply with any of the conditions set out in this Agreement, or if any of the events mentioned in Clause 12.2 occur, then the Authority may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Partner must repay any amount required to be repaid under this condition within thirty (30) Days of receiving the demand for repayment.

12.2. The events referred to in Clause 12.1 are as follows:

- (a) The Partner purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the Authority; or
- (b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material; or
- (c) The Partner takes inadequate measures to investigate and resolve any reported irregularity; or
- (d) The Partner ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial; or
- (e) The Partner is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or
- (f) commencement does not begin within two (2) Months of the award, and the Partner has failed to provide the Authority with satisfactory explanation for the delay, or
- (g) Where the Authority considers that the Partner has not made satisfactory progress with its delivery of the Purpose as per the Monitoring and Evaluation plans described in Annex C and is unable to provide sufficient reasons for such lack of progress and does not have a plan on how such situation can be remedied, or
- (h) the Partner has obtained Duplicate Funding from a third party to deliver the Purpose.

15. Intellectual Property Rights and Publicity

- 15.1. The Parties shall retain exclusivity in their own Background IPR.
- 15.2. The Partner retains any and all intellectual property rights to any material, product, and/or report produced by the Partner under this Agreement. The Partner shall however grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Partner under the terms of this Agreement for such purposes as the Authority shall deem appropriate.
- 15.3. The Partner shall not publish any material referring to the Purpose or the Authority without the prior written agreement of the Authority.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Partner shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period to support similar or subsequent projects.

16. Funding Period and Termination

- 16.1. The Authority does not commit to renew or continue financial support to the Partner beyond the Funding Period.
- 16.2. Subject to Clauses 12.3 and 12.5, the Authority may terminate this Agreement forthwith by serving a written notice on the Partner if:
 - (a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Agreement;
 - (b) The Partner has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration;
 - (c) The Partner has failed to remedy any breach of this Agreement within thirty (30) Days (or such other period as the Authority agrees in writing) of being served with a notice pointing out the breach requiring its rectification.
- 16.3. The Partner may terminate this Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the Authority has failed to make payment of that sum within thirty (30) Days of receiving the request.



- 17.4. Any amendments to this Agreement and/or the Grant Letter shall:
- (a) only be valid if they are documented using a Grant Variation Notice form template (Annex E) duly signed by an authorised representative of both Parties, and
 - (b) be recorded in Annex D.
- 17.5. The Agreement itself shall be updated and re-issued bearing the next sequential version control reference.
- 17.6. If the Parties cannot agree on the content of a change described in clauses 17.3 to 17.5 then the proposed change(s) will be withdrawn.
- 17.7. In all events the Authority shall hold the final right of rejection.

18. Confidentiality

- 18.1. The Partner undertakes to keep confidential and not to disclose and to procure that its Staff and Delivery Partners keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Agreement. Nothing in this Clause 18 applies to information which is already in the public domain or the possession of the Partner other than by reason of breach of this Clause 18.
- 18.2. The Partner shall not use any information which it has obtained as a result of this Agreement in any way which is inaccurate or misleading.
- 18.3. The Partner shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Partner will liaise with the Authority to agree costs in writing in advance of committing expenditure.
- 18.4. The Partner shall comply with its Data Protection Principles in the performance of this Agreement. The Partner shall ensure that any personal information disclosed to it in the course of delivering this Agreement is treated as confidential and should only be disclosed to a third party in accordance with its Data Protection Principles. In particular the Partner shall:
- (a) have in place appropriate policy and procedures to recognise and maintain the need for confidentiality; and
 - (b) ensure that without the necessary consent(s), personal or sensitive details are not released to the press (including in-house and trade) or any individual, entity or organisation not party to this Agreement; and
 - (c) ensure that any information concerning a vulnerable or potential victims of trafficking shall not be passed to, nor allowed to fall into the hands of any agency, company or individual not specified in the Agreement unless the Parties so agree in writing in advance.
- 18.5. The provisions of this Clause 18 shall survive the termination of this Agreement, however that occurs.

Party on the other Party at its address shown at the head of this Agreement.

- 20.2. Notices delivered hereunder shall be deemed to be delivered:
- (a) if delivered by hand, upon receipt;
 - (b) if sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting;
 - (c) if sent by electronic mail, on the date of delivery except when an electronic mail is sent on a Day which is not a Working Day or after 3:00pm on a Working Day, the electronic mail shall be deemed to have been received on the next Working Day.
- 20.3. If sent by facsimile transmission, on the date of transmission, provided that the transmission does not take place on a Day which is not a Working Day or after 15:00 hours on a Working Day, in which case, the transmission is deemed to have taken place on the following Working Day, and provided in any event that a confirming copy is sent to the other Party either by hand, or by first class post.

21. Contract (Rights of Third Parties) Act 1999

- 21.1. No person who is not a Party to this Agreement shall have the right to enforce any of its terms.

22. Dispute Resolution

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.




ACCEPTANCE OF GRANT


The International Organization for Migration accepts the offer of the Grant contained in this Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the International Organization for Migration:

Project Manager/Project Contact

Signature:	
Name:	Frantz Celestin
Date:	15 January 2019
Position:	Chief of Mission, a.i.


Treasurer, Finance Officer or equivalent (if different to above)

Signature:	
Name:	IRINA KUZNETSOV RAPTAEV
Date:	15/01/2019
Position:	FINANCE ANALYST

Bank details for Grant payment

Bank name:	CITI BANK, N.A LONDON
Branch name:	
Sort code:	CITI922
Account name:	IOI7 GENEVA
Account number:	11067902
Address:	CITI GROUP CENTRE CANARY WHARF LONDON
Post code:	E14 5LB

Signed on behalf of the Authority

Signature:	
Name:	Miriam Minty
Date:	17/01/19
Position:	Head of Modern Slavery Unit, Home Office

HOME OFFICE USE:
Payment instructions

Adelphi codes	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code
	0120	295014	79194		2950030	

- o Output 2.1. Sustainable protective services and comprehensive reintegration support options are available for female and male VoTs.

For further information please refer to document 'Project Proposal: Strengthening direct assistance for victims of trafficking in Nigeria through a victim-centred approach'.

LIMITATIONS ON FUNDING USE

The Grant is paid from Official Development Assistance (ODA) and the Recipient shall make itself fully cognisant of the ODA eligibility criteria, primarily that the main purpose of the activity must be the promotion of the economic development and welfare of developing countries.

The Purpose may only be delivered in Nigeria.

KEY ROLES AND RESPONSIBILITIES

- 1.6 The Authority will nominate a Lead Officer who will work with the Partner's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Schedule 3.
- 1.7 The Partner will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Schedule 3.

INDICATIVE EXPENDITURE BREAKDOWN 1.8

- 1.8 The total Grant Amount payable by the Authority to the Partner under the terms of this Grant Agreement shall not be more than
 - Year 1: Two hundred and fifty-two thousand, seven hundred and ninety-eight pounds (£252,798)
And indicative future funding as follows [to be confirmed in writing by the Authority in the relevant year]:
 - Year 2: One million six hundred eighty-five thousand seven hundred six (£1,685,706)
 - Year 3: one million two hundred sixty-one thousand four hundred ninety-seven (£1,261,497)
- 1.9 The Grant will be paid in advance of expenditure, as described in Schedule 2, and is intended to pay for the activities required to achieve the outcomes described in this Schedule 1.



SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

Financial year	Payment reference	When	Payment	Information required
2018/19	1	Upon signature (in accordance with Clause 5.1 of the terms and conditions)	First 18/19 Payment Up to 100% of the 2018/19 budget (Usual advance payments are up to 25% of annual budget. The 2018/19 payments higher as Q1, Q2 and Q3 of 2018/19 have already passed)	A copy of the Agreement appropriately signed / authorised by all Parties



Financial year	Payment reference	When	Payment	Information required
2019/20	4	When expenditure exceeds 75% of the second 19/20 payment	Third payment Up to 25% of the annual budget	<p>A completed financial report</p> <p>Such payment will not be made unless and until the financial report has been checked by the Authority</p> <p>A request for interim payment in the form of a completed Annex A</p> <p>Submission of an update of progress, to include;</p> <ul style="list-style-type: none"> • Activities delivered since the last payment • Activities planned up to the next payment
2019/20	5	When expenditure exceeds 75% of third 19/20 payment	Fourth payment Up to 25% of the annual budget	<p>A completed financial report</p> <p>Such payment will not be made unless and until the financial report has been checked by the Authority</p> <p>A request for interim payment in the form of a completed Annex A</p> <p>Submission of an update of progress, to include;</p> <ul style="list-style-type: none"> • Activities delivered since the last payment • Activities planned up to the next payment



Financial year	Payment reference	When	Payment	Information required
2020/21	8	When expenditure exceeds 75% the second 20/21 payment	Third payment Up to 25% of the annual budget	<p>A completed financial report</p> <p>Such payment will not be made unless and until the financial report has been checked by the Authority</p> <p>A request for interim payment in the form of a completed Annex A</p> <p>Submission of an update of progress, to include:</p> <ul style="list-style-type: none"> • Activities delivered since the last payment • Activities planned up to the next payment
2020/21	9	When expenditure exceeds 75% the third 20/21 payment	Fourth payment Up to 25% of the annual budget	<p>A completed financial report</p> <p>Such payment will not be made unless and until the financial report has been checked by the Authority</p> <p>A request for interim payment in the form of a completed Annex A</p> <p>Submission of an update of progress, to include:</p> <ul style="list-style-type: none"> • Activities delivered since the last payment • Activities planned up to the next payment

3.8 Reports should be sent to simon.pearson@fco.gov.uk by the agreed points in section 3.6 and 3.7 of this Schedule 3.

3.9 The Partner's Project Manager Mr. Frantz Celestin shall ensure that reports are compiled and submitted in a timely manner.

ANNUAL REVIEW

3.10 In addition to any ongoing reporting, monitoring or evaluation, the Grant will be reviewed annually and will take into account the Partner's achievements (during the Funding Period) as measured against the Critical Success Factors. As part of the annual review the Authority will have regard to the reports produced by the Partner

3.11 At each annual review the Authority may consider whether the

- a. Purpose and Agreement continue in line with existing plans;
- b. Grant Amount payable for the subsequent financial year should be revised (up or down);
- c. CSFs should be re-defined and agreed;
- d. Authority should recover Unspent Monies;
- e. Agreement should be terminated.

3.12 The Partner may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

RISK MANAGEMENT

3.13 The Parties shall work together to identify, manage and mitigate risks impacting on achieving the Purpose. These shall be recorded in a joint risk & issue register.

3.14 The risk and issue register should be regularly reviewed and updated, not less than quarterly.

AD HOC REPORTING

3.15 Any incidents or matters arising the outcome or consequence of which is likely to result in:

- a. Serious harm to any individual;
- b. Significant community impact; or
- c. Significant impact on public confidence in the Authority, including the provision of the Programme

must be reported to the Authority within one (1) Day. The Partner must provide a follow up report within three (3) Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.



SCHEDULE 4 – PROGRAMME CLOSURE PLANNING


- 4.1 It is essential that the Partner prepare, and their Authority sponsor agrees, a plan which sets out the provisions for a controlled closure of the project/programme including the activities and timescales required to do so.
- 4.2 The plan should also provide indicative direct costs that the Authority may reasonably be expected to contribute towards and demonstrate that due consideration is given for (including, but not limited to):
- (i) any existing commitments (e.g. sub-contracts, dilapidations, recurring cost commitments etc.)³, and/or
 - (ii) additional costs and activities directly resulting from an early **termination or withdrawal** of the Grant funding⁴ (e.g. property lease breaks, notice periods and estimated costs for redundancy/severance etc.).
- 4.3 The initial programme closure plan must be shared with the Authority no later than three (3) Months after the Agreement commences.
- 4.4 Once agreed, these items will be incorporated into this Schedule 4 of the Agreement in accordance with the amendments process described in Clause 17.
- 4.5 It is expected that during the life of the Agreement the programme closure plan will be kept current by review, development and refinement as necessary by the Partner

³ The Authority will consider such information, but does not commit in advance to pay such costs identified. These will be negotiated on a case-by-case basis, based upon the provision of auditable evidence.

⁴ The Partner should note that the Authority will only in exceptional circumstances consider claims for reasonable costs actually incurred as a result of a planned closure where the programme runs to the end of the stated Funding Period.

ANNEX B – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority's staff designated as authorised representatives:

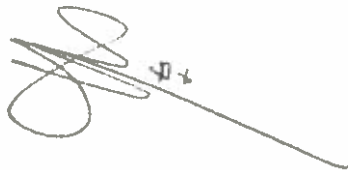


For the Authority	Position	Address	Telephone	Fax	E-mail
Simon Pearson	Human Trafficking Nigeria Programme Manager	British Deputy High Commission, 11 Walter Carrington Crescent, Victoria Island, Lagos, Nigeria.	+234(0) 236 2579		simon.pearson@fco.gov.uk
Jonathan Frost	Senior Commercial Manager	Southern House, Wellesley Grove, Croydon CR0 1XG	+44 7770 584 737		Jonathan.Frost@HomeOffice.gov.uk
Joe Shapiro	Deputy Head – International Programmes, Modern Slavery Unit	Home Office, 2 Marsham Street, SW1P 4DF	+44207 035 6345		Joe.shapiro@homeoffice.gsi.gov.uk

ANNEX C – THE PARTNER’S DELIVERY PROPOSAL

Despite significant efforts of the Government of Nigeria (GoN) to counter trafficking in persons (TiP), Nigeria remains a country of origin, transit, and destination for human trafficking. Driven by the demand for cheap labour and commercial sex, trafficking rings across borders and within countries capitalize on economic, social and political vulnerabilities to exploit their victims. Irregular migrants along the Central Mediterranean route to Europe are particularly at risk. While the National Referral Mechanism present in Nigeria provides guidance on the referral process and stimulates the need for a multi-sectoral approach in the provision of assistance to VoTs, the actual operationalization of the referrals and provision of comprehensive rehabilitation and reintegration assistance, is relatively weak.

Building on the EUTF-IOM Joint Initiative for Migrant Protection and Reintegration, and in collaboration with the Government of Nigeria, the project seeks to contribute to the improved sustainable rehabilitation and reintegration of Victims of Trafficking (VoTs) in Nigeria. During a period of 30 months, the project seeks to improve the National Referral Mechanism (NRM), launched to facilitate multi-sectoral assistance and reintegration support for VoTs, by enhancing the capacity of selected safe houses and rehabilitation shelters in Lagos, Benin and Abuja to provide protection services. IOM will develop standardized screening tools based on a victim-centred approach. The enhanced identification process will be rolled out in four states with a high incidence of human trafficking and along points of entry and exit. IOM will facilitate coordination meetings among stakeholders to share best practices and lessons learnt on the referral process of VoTs to strengthen future practices. Furthermore, the provision of comprehensive rehabilitation and reintegration assistance will be provided to VoTs, by complementing the reintegration package currently available under the EUTF-IOM Joint Initiative for Migrant Protection and Reintegration, focusing on the 6,900 irregular migrants returning from Libya, Mali, Burkina Faso, and Niger. This includes follow-up of specialised medical care, mental health and psychosocial support, rehabilitation support, temporary shelter, education, technical and vocational skills training, income-generating activities, soft skills training, mentorship, and legal aid. Additional attention will be spent on generating awareness amongst private sectors actors for providing business mentorship aimed at facilitating reintegration.

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a long horizontal line extending to the right.

ANNEX E – GRANT VARIATION NOTICE (TEMPLATE)

Agreement Title	Insert title of Agreement (same as the Front Page)
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & Insert the Partner's name
Variation Number	Insert unique reference number (e.g. 001-2017)
Variation	Means the amendments to the Agreement contained in this form
Date Effective From	DD MMM YYYY (Insert date change is agreed to be effective from)

In accordance with the provisions of Article 18, the Parties hereby agree that the Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			
4			

- Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Agreement.
- The Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Partner

Signature

Signature

Name

Name

Title

Title

Date

Date