



Home Office

MEMORANDUM OF UNDERSTANDING

between

SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

**THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM), MISSION
IN CHINA**

**AWARD OF GRANT FUNDING IN SUPPORT OF THE
Development of Chinese Framework to Support Victims of Modern
Slavery/Human Trafficking**

FY 2018/19 to FY 2020/2021

**HOME OFFICE
MODERN SLAVERY UNIT**

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London SW1P 4DF**

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Legal Status

In accordance with the International Organization for Migration (Immunities and Privileges) Order 2008 (SI2008/3124), this Agreement cannot be construed as a contract which is enforceable in the courts. Nevertheless, both Parties intend to comply with its provisions, and shall apply its arrangements.

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

1. Introduction and Definitions

1.1. This Memorandum of Understanding is the written agreement (the "**Agreement**") between the Parties and consists of these terms and conditions (comprised of twenty-three (23) Clauses, four (4) Schedules and five (5) Annexes) and any other document, plan or specification referred to herein. It replaces any other terms and conditions previously agreed with the International Organization for Migration (the "**Partner**") for the provision and operation of the Scheme.

1.2. In this Agreement:

- (a) "**Asset**" means any physical item (equipment, supplies or other property), or group of items purchased together, which cost more than GBP 5,000, excluding VAT, purchased with funds provided wholly by the Authority under this Agreement for the purpose of delivering the Scheme.
- (b) The "**Authority**" means the Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Modern Slavery Unit
- (c) "**Background IPRs**" means any pre-existing intellectual property rights (IPR) vested in or licensed to either Party prior to the award of this Agreement and/or created by either Party independently of the Purpose and/or without the Grant.
- (d) "**Commercially Sensitive Information**" means information of a commercially sensitive nature that may cause the Partner significant commercial disadvantage or material financial loss relating to the (a) pricing of the Agreement, (b) Partner's Intellectual Property Rights (IPR), and (c) Partner's business and investment plans.
- (e) A "**Critical Incident**" means any incident where the outcome or consequence of that incident is likely to result in serious harm to any individual; or significant community impact; or significant impact on public confidence in the Authority, including the provision of the Scheme.

- (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: 01/02/2019 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 300,000 (Three Hundred Thousand Pounds Sterling only) 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: Nineteen Thousand Eight Hundred and Eighty-Eight Pounds Sterling (£19,881) and indicative future funding as follows [to be confirmed in writing by the Authority in the relevant year]
 - Year 2: Two Hundred Three Thousand and Ninety-Six Pounds Sterling and Seventeen cents (£203,096.17)
 - Year 3: Seventy-Seven Thousand and Twenty-Three Pounds Sterling (£77,023)
- (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

- (o) **"Information Acts"** means the Data Protection Act 2018, General Data Protection Regulation 2016/679, Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
 - (p) **"Intellectual Property Rights"** or **"IPRs"** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Commercially Sensitive Information.
 - (q) A **"Month"** means a calendar month.
 - (r) The **"Partner"** means the International Organization for Migration (IOM) whose Country Office in whose Country Office in China is at 9-1-82 Tayuan Diplomatic Compound, Chaoyang District, Beijing, China, herewith referred to as the **"Partner"**.
 - (s) A **"Party"** means a signatory party to this Agreement.
 - (t) The **"Purpose"** means to fund the means to fund the tackling of modern slavery in Vietnam, as fully detailed in Schedule 1 and Annex C.
 - (u) **"Staff"** means any person employed or engaged by the Partner and acting in connection with the operation of this Agreement including the Partner's employees, agents, suppliers, volunteers and sub-contractors, any consultants and professional advisers (and their respective employees, agents, suppliers and Sub-contractors) used in the delivery of the funded outcomes.
 - (v) **"Working Day"** means any day Monday to Friday (inclusive) but excluding English public holidays.
- 1.3. References to the singular include the plural and vice versa.
- 1.4. References in this Agreement to Clauses, Appendices, Annexes, and the Schedules are references to the clauses, sub-clauses, appendices, annexes of and schedules to this Agreement.
- 1.5. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of the Agreement.
- 1.6. References to an Act of Parliament shall be deemed to include any subordinate legislation of any sort made from time to time under that Act.
- 1.7. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument.
- 1.8. Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

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.

4.4. Eligible Expenditure is net of VAT recoverable by the Partner from HM Revenue & Customs and gross of irrecoverable VAT.

5. Timing of the Grant

5.1. Payments will be made quarterly in advance of expenditure in accordance with Schedule 2, and within thirty (30) Days of the receipt of a correctly submitted payment request in the form of Annex A and the supporting monitoring information set out in Schedule 3; the first payment will be made in advance and will be triggered by the Parties' signature of the Agreement and receipt of a completed Annex A request form.

5.2. In order for any payment to be released, the Authority will require the Partner to:

- (a) have signed and returned a copy of this Agreement to the Authority;
- (b) have provided the appropriate bank details; and
- (c) be in compliance with the terms and conditions of this Agreement.

5.3. Payments will be made by BACS using account details that the Partner must supply to the Authority on headed notepaper, signed by a senior finance official. The Partner is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new or change of BACS payment details is as follows:

Partner Details

- 1. Registered name of company:
- 2. Trading name of company
- 3. Company registration number
- 4. Vat registration number

Partner Address Details

- 1. Registered Address:
- 2. Credit Control/Finance Address:

Contact Details

- 1. Email address for purchase orders:
- 2. Email address for remittance advice:
- 3. Email address for invoice queries:
- 4. Telephone Number for Accounts Receivable/Credit Control:

Payment Details

- 1. Bank Name:
- 2. Branch name and address:
- 3. Company Bank Account Name:
- 4. Bank Account Number

5.4. In the event of a change in bank details, the Partner should immediately notify the Authority of the new information. Such notification must be

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.

- 6.8. The Authority may at its discretion provide the Partner with feedback on the adequacy of the outturn statement and may also require the Partner to re-submit the outturn statement, having taken into account any issues raised in the Authority's feedback.
- 6.9. The Partner must notify the Authority as soon as reasonably practicable that an underspend is forecast. Should any part of the Grant remain unspent or uncommitted at the end of the Funding Period, the Partner shall ensure that any unspent or uncommitted monies are returned to the Authority, unless otherwise agreed in writing by the Authority.
- 6.10. The Partner shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Partner has complied with all conditions attaching to the Grant.
- 6.11. Wherever under this Agreement any sum of money is recoverable from or payable by the Partner (including any sum that the Partner is liable to pay to the Authority in respect of any Breach), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Partner under this Agreement.
- 6.12. The Partner may not transfer funds between this Grant and other grants made to it.
- 6.13. The Partner's Treasurer, Finance Officer, or other officer of equivalent standing (the "Finance Officer") shall ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Finance Officer should take all necessary steps to ensure that the Grant is accounted for and monitored separately from all other funding received by the Partner.
- 6.14. The Partner shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority may have sight of these contingency plans and request assurance from the Partner as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.15. The Partner shall prepare a plan which sets out the provisions required to achieve a controlled closure of the Programme as required by Schedule 4.

7. Records to be kept

- 7.1. The Partner must:
 - (a) maintain and operate effective monitoring and financial management systems; and
 - (b) keep a record of all expenditure funded partly or wholly by the Grant; and retain all accounting records relating to this for a period of at least five (5) years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings,

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

- 8.1. The Partner should follow international accounting standards or Statement of Recommended Practice in the case of charitable organisations.
- 8.2. The Partner shall without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Partner's fulfilment of the conditions of this Agreement and the economy, efficiency and effectiveness with which the Grant has been used. The Authority shall endeavour to provide due notice of its intent to conduct an audit.
- 8.3. Further to Clause 8.2, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also examine and take copies of the Partner's books of account and such other documents or records as in such officers' view may relate to the use of Grant.
- 8.4. The Authority shall endeavour to provide due notice of its intent to undertake activities described in Clauses 8.2 and 8.3.
- 8.5. The Partner will be required to manage and collate financial and performance information from remote sites.
- 8.6. When publicly available, the Partner will send free of charge the general statement regarding external audit of IOM projects by IOM's external auditors to the Authority.
- 8.7. Upon request, and availability, the Partner will make available to the Authority a copy of its latest audited accounts, or a cashflow statement and forecast. This should be:
 - (a) A hard copy sent by traditional post, or
 - (b) An electronic copy sent by email (e.g. a hyperlink to a public facing website or PDFs of the documents)
- 8.8. In all cases, the Partner shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

9. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

- 9.1. The Partner must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Partner).

- 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 Conduct](#)"¹ 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://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.

- 10.5. If the Partner follows a single tender procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
- (a) the requirement can demonstrably be met only by proprietary or specialist equipment; or
 - (b) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
 - (c) there are simply no alternative sources of supply.
- 10.6. Onward payment of the Grant and the use of Delivery Partners shall not relieve the Partner of any of its obligations under this Agreement, including any obligations to repay the Grant.
- 10.7. The Partner shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal state aid to any organisation or individual²

11. Conflict of interest and financial or other irregularities

- 11.1. The Partner and its Staff shall be careful not to be subject to conflicts of interest in respect of the Grant or the Purpose.
- 11.2. The Partner must take reasonable measures as per its rules and regulations to require all Staff and trustees to avoid any potential conflict of interest and to declare and personal or financial interest in any matter concerning the Partner's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 11.3. If the Partner has reasonable grounds for suspecting financial irregularity in the use of any Grant paid under this Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation. The investigation shall be conducted exclusively in accordance with the Partner's rules, procedures and due process requirements.
- 11.4. For the purposes of Clause 11.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Authority.
- 11.5. Further to Clause 3.4, the Authority may request information from the Partner regarding such other sources of funding if it reasonably believes there may be a conflict of interest for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority. Where such conflict arises, the Authority may at its sole discretion require that such supplementary funds are not used to deliver the Purpose.
- 11.6. The Partner shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the

² <https://www.gov.uk/guidance/state-aid>

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.

- 12.3. It is hoped that most difficulties encountered by the Partner can be overcome with the advice and support of the Authority. In the event that it becomes necessary to take steps to ensure Partner's full compliance with the terms and conditions of this Agreement, the Authority will write to the Partner giving particulars of its concern or of any breach of a term or condition of the Grant.
- 12.4. The Partner must act within thirty (30) Days (or earlier, depending on the severity of the problem) to address the Authority's concern or rectify the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with steps taken by the Partner to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.
- 12.5. The Authority will act reasonably and proportionately in all the circumstances when exercising its rights under this provision to terminate on notice where such breach has occurred.
- 12.6. On termination of this Agreement for any reason, the Partner shall as soon as reasonably practicable return to the Authority any Assets or any unused funds (unless the Authority gives its written consent to their retention) then in its possession in connection with this Agreement.

13. Insurance coverage

- 13.1. The Partner shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance, or equivalent) in place, and shall provide evidence of such insurance to the Authority on request. This includes the loss or personal injury to persons undertaking activities in furtherance of the Purpose.

14. Indemnity

- 14.1. The Authority accepts no liability to the Partner or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they are caused by the Authority's negligence and misconduct.
- 14.2. The Partner agrees to indemnify the Authority for any costs, claims, damages or losses which arise as a result of negligence or misconduct by the Partner or out of any breach by the Partner of any terms of this Agreement.
- 14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under the Agreement if such delay or failure is caused by a *force majeure* event, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of either Party. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

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.
- 16.4. Notwithstanding Clauses 16.2 – 16.3 above, this Agreement may be terminated by either Party, in whole or part, by giving the other at least three (3) Months (or other time as may be agreed) notice in writing.

- 16.5. With reference to Clause 16.3, and in the event that the Authority exercises its right to give notice of termination under Clause 16.4, the Authority shall reimburse the Partner for any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Partner by reason of the termination of the Agreement, provided that the Partner takes all reasonable steps to mitigate such loss.
- 16.6. In such an event, the Partner shall submit a fully itemised and costed list of unavoidable direct loss(es) which it would seek to recover from the Authority, with supporting evidence, of loss(es) reasonably and actually incurred by the Partner as a result of a termination in accordance with Clause 16.5.
- 16.7. Any payment due under Clauses 16.5 and 16.6 will be made within thirty (30) Days from receipt of a correctly submitted invoice(s), but in any case solely upon completion to the Authority's satisfaction, and at the Partner's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.
- 16.8. The right to reimbursement shall be excluded if termination of the Agreement is enacted under the provisions set out in Clause 16.2 above or where the Partner has exercised its rights with reference to Clause 16.4.
- 16.9. The Authority may at any time serve notice upon the Partner requiring it to cease using a particular sub-contractor or any individual acting on its behalf; the Authority will only do so where it has reasonable grounds to object to the continued use of such a sub-contractor or individual. Any such notice will be cognisant of the terms of Partner's sub-contract and, where appropriate, the need for an alternative to be provided.
- 16.10. Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

17. Amendments to the Agreement

- 17.1. The Authority shall have the right to request amending the Agreement at any time provided that such amendment as required is related in nature to the Purpose and does not impose a material burden upon the Partner.
- 17.2. The Authority may, on not less than thirty (30) Working Days' notice to the Partner, amend this Agreement to ensure that it complies with any guidance issued by the UK's Information Commissioner's Office.
- 17.3. Additionally, either Party shall have the right to propose changes to the Agreement during the Funding Period.
- 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.



- 19. Data Protection, Data Sharing, Information Acts and Transparency**
- 19.1. The Partner acknowledges that the Agreement may be published on a public facing website, and that the Authority shall disclose payments made against this Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 19.2. Where applicable, the Authority is required to comply with the Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.
- 19.3. Where appropriate, the Partner shall ensure that it has adequate provisions and controls in place to manage:
- (a) the processing of any data shared between itself and any Delivery Partner (and vice versa), and
 - (b) compliance with its obligations arising from its Data Protection Principles.
- 19.4. Nothing in Clause 18 shall prevent the Authority from sharing information obtained in relation to the Partner with any other government department or crown authority, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 19.5. The Partner hereby acknowledges that all government departments or crown authorities receiving such information may further disclose the information to other government departments or other crown authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any crown authority
- 19.6. The Partner, to the extent that it is not contrary to its Data Protection Principles and protection of its Commercially Sensitive Information, agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Agreement.
- 19.7. The Authority shall, acting reasonably, prior to publication, consult with the Partner to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion based on its own legal obligations, retain the final decision.
- 19.8. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 20. Notices**
- 20.1. All notices, invoices and other communications relating to this Agreement shall be in writing and in English and shall be served by a 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.

23. Governing Law

This Agreement shall be subject to and construed in accordance with applicable English Law.

Home Office

Modern Slavery Unit

MMM YYYY



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: Giuseppe CROSETTI
Date: 17/01/2019
Position: Chief of Mission, IOM Office in China

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

Signature

Name: Qian ZHONG
Date: 17/01/2019
Position: Finance Officer, IOM Office in China

Bank details for Grant payment

Bank name: CITIBANK, N.A. LONDON
Branch name: Citigroup Centre Canary Wharf
Sort code: SWIFT BIC: CITIGB2L
IBAN: GE98 3107 0811 0007 02
Account name: IOM Genova
Account number: 11057702
Address: 25 Canada Square, 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
	123	295014	79104		2009012	

ACCEPTANCE OF GRANT

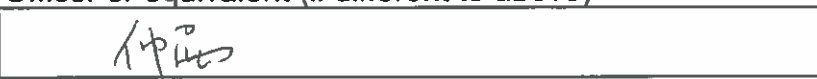
The International Organization for Migration accepts the offer of the Grant contained in this Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the International Organization for Migration:

Project Manager/Project Contact

Signature:	
Name:	Giuseppe CROCETTI
Date:	15/01/2019
Position:	Chief of Mission, IOM Office in China

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

Signature:	
Name:	Qian ZHONG
Date:	15/01/2019
Position:	Finance Officer, IOM Office in China

Bank details for Grant payment

Bank name:	CITIBANK, N.A., LONDON
Branch name:	Citigroup Centre Canary Wharf
Sort code:	SWIFT BIC: CITIGB2L IBAN: GB98 CITI 1850 0811 0677 02
Account name:	IOM Geneva
Account number:	11067702
Address:	25 Canada Square, Canary Wharf, London
Post code:	E14 5LB

Signed on behalf of the Authority

Signature:	
Name:	
Date:	
Position:	

HOME OFFICE USE:

Payment instructions:

Adelphi codes:	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code
	120	295014	79194		2009012	

SCHEDULE 1 – THE PURPOSE

THE PROJECT

- 1.1 This Schedule 1 sets out the Authority's intention to provide a Grant to enable the Partner to help China to develop its framework to support victims of Modern Slavery/Human Trafficking in China.

BACKGROUND

- 1.2 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.
- 1.3 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.
- 1.4 The Authority is responsible for the policy on prosecuting and disrupting individuals and groups responsible for modern slavery; preventing people from engaging in modern slavery; strengthening safeguards against modern slavery by protecting vulnerable people from exploitation and increasing awareness of and resilience; and reducing the harm caused by modern slavery through improved victim identification and enhanced support.
- 1.5 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under the International Development Act 2002.

KEY DELIVERABLES

Over 15 months, the overall objective of the action is to support China to establish a national referral mechanism for the identification of victims of Trafficking in Persons and Modern Slavery and their referral between law enforcement and victim support agencies through a provincial pilot.

Outcome 1

- Policy makers at provincial level from different agencies develop victim-centred referral mechanism plans in compliance with international standards and best practices
 - Output 1.1 National-level policy support exists for data and experience-gathering through pilot process
 - Output 1.2. Provincial Government has access to a model Referral Mechanism that is in line with international standards and best practices.
 - Output 1.3 Provincial officials have necessary knowledge and skills to identify and refer victims.
 - Output 1.4 Grassroots organizations have necessary knowledge and skills to identify, refer and support victims.

Outcome 2

- Victims receive assistance systematically through written protocols by law enforcement agencies, non-law enforcement agencies, including shelters and other relevant institutions.
 - Output 2.1. Victims are efficiently referred for assistance between Public Security Bureaus and Civil Affairs Bureaus (including shelters).
 - Output 2.2 Potential victims have improved understanding on human trafficking and exploitation and available services and are encouraged to come forward and seek help from relevant authorities.

Outcome 3

- China has practical experience of designing and operating a referral mechanism for victims of trafficking.
 - Output 3.1. Chinese authorities enhance their understanding on the functioning and utility of implementing a referral mechanism for victims of trafficking.

For further information please refer to document in Annex C 'Project Proposal: Development of Chinese Framework to support victims of Modern Slavery/Human Trafficking'.

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 China.

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

1.1 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: Nineteen Thousand Eight Hundred and Eighty-Eight Pounds Sterling (£19,881).

And indicative future funding as follows [to be confirmed in writing by the Authority in the relevant year]:

- Year 2: Two Hundred Three Thousand and Ninety-Six Pounds Sterling and Seventeen cents (£203,096.17).
- Year 3: Year 3: Seventy-Seven Thousand and Twenty-Three Pounds Sterling (£77,023).

1.2 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.

1.3 Indicative expenditure has been identified as follows:

REF	HEADINGS	EXPENSES (£)
	ELIGIBLE DIRECT COSTS	
A	STAFF	77,400
B	OFFICE	16,470
C	OPERATIONAL	186,504
D	TOTAL DIRECT COSTS (A+B+C)	280,374
G	INDIRECT COSTS @ 7%	19,626
H	MAXIMUM BUDGET (D + G)	300,000

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: (£19,881) (Usual advance payments are up to 25% of annual budget. The 2018/19 payments are higher as Q1, Q2 and Q3 of 2018/19 have already passed)	A copy of the Agreement appropriately signed / authorised by all Parties
2019/20	2	March 2019 (ahead of the start of the 2019/20 financial year)	First 19/20 payment Up to 25% of 2019/20 budget	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for payment in the form of a completed Annex A
2019/20	3	When amount remaining unspent is equal to or less than 25% of the previous payment	Second 19/20 payment Up to 25% of the annual budget	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for payment in the form of a completed Annex A
2019/20	4	When amount remaining unspent is equal to or less than 25% of the previous payment	Third 19/20 payment Up to 25% of the annual budget	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for payment in the form of a completed Annex A
2019/20	5	When amount remaining unspent is equal to or less than 25% of the previous payment	Fourth 19/20 payment Up to 25% of the annual budget	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for payment in the form of a completed Annex A

Financial year	Payment reference	When	Payment	Information required
2020/21	6	When amount remaining unspent is equal to or less than 25% of the previous payment	First 20/21 payment Up to 50% of 2020/21 budget. (Usual advance payments are up to 25% of annual budget. The 2020/21 payments are higher as it covers only four months.)	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for payment in the form of a completed Annex A
2020/21	7	When amount remaining unspent is equal to or less than 25% of the previous payment	Second 20/21 payment Up to 50% of 2020/21 budget (Usual advance payments are up to 25% of annual budget. The 2020/21 payments are higher as it covers only four months.)	A completed financial report Such payment will not be made unless and until the financial report has been checked by the Authority A request for payment in the form of a completed Annex A

SCHEDULE 3 – IN YEAR MONITORING AND REPORTING REQUIREMENTS

CRITICAL SUCCESS FACTORS

3.1 Please refer to the project Theory of Change and results framework.

REPORTING

3.2 The Partner shall put in place procedures to monitor and track:

- a. spending, including committed spend, against agreed budgets and notify the Authority of any variances, and
- b. progress against the critical success factors

3.3 The Partner should manage and administer the quality and level of delivery and its own performance and that of its Delivery Partners relating to delivery of all the outcomes identified in Schedules 1 and 3 and Delivery Proposal at Annex C.

3.4 Financial statements highlighting any significant financial variances, underspend or overspend, and any supplementary sources of funding are to be provided quarterly.

3.5 Narrative reports detailing progress against critical success factors in achieving the outcomes and targets, highlighting how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved, successes and lessons learnt are to be provided alongside payment requests .

- a. How the Partner has performed and sought to resolve any major issues that impact on its ongoing success,
 - b. How the Partner has secured good value for money in how the activities were carried out.
- 3.7 The Partner shall adhere to prescribed reporting timescales set by the Authority.
- 3.8 Reports should be sent to liya.dong@fco.gov.uk by the agreed points in section 3.6 of this Schedule 3.
- 3.9 The Partner's Project Manager CROCETTI Giuseppe gcrocetti@iom.int, 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.

3.16 Reports and notifications of incidents should be sent to the lead operational contacts noted in Annex B



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 A - PAYMENT REQUEST AND IN-YEAR FINANCIAL MONITORING REPORT

Grant Partner: International Organisation for Migration	Grant Stream: Modern Slavery Fund
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Period From: To:	Resource (£)	Capital (£)
(1) Total funding received for this financial year		
(2a) Actual expenditure in this period (To be supported by a breakdown of expenditure against the cost breakdown detailed in Schedule 1).		
(2b) Forecast expenditure in the period (To be used for the final claim of the year in instances where Schedule 2 sets out that the final payment request must be received in advance of 31 March (end of the financial year)).		
(3) Funding request for this period		
(4) Total funding received and requested (1+3)		

MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

--

CONFIRMATION BY GRANT PARTNER

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Agreement:

Signature:	
-------------------	--

Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			



ANNEX B- AUTHORIZED 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
Liya Dong	Senior Project Manager	22F Guangdong International Finance Centre, 5 Zhujiang Road West, Zhujiang New Town, Guangzhou 510623, China	(+86 20) 8314 3031	(+86 20) 8331 2799	liya.dong@fco.gov.uk
Matthew Parnell	Migration Delivery Officer	British Embassy, 21 st Floor North Tower, Kerry Centre, 1 Guanghua Road, Beijing 100020	(+86 10) 8529 6600 x3364		Matthew.parnell@fco.gov.uk
Joe Shapiro	Deputy Head – International Programmes	2 Marsham Street, London, SW1p 4DF	+44 207 035 6345		Joe.shapiro@homeoffice.gov.uk

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

For the Partner	Position	Address	Telephone	Fax	E-mail
Giuseppe CROCETTI	IOM China – Chief of Mission	9-1-82 Tayuan Diplomatic Compound, Chaoyang, Beijing, China, 100600	(+86-10) 59799695 - 201	(+86-10) 85323687	gcrocetti@iom.int



ANNEX C – THE PARTNER'S DELIVERY PROPOSAL

Project Plan

Project Title	Development of Chinese Framework to support victims of Modern Slavery/Human Trafficking
Purpose <i>This must be NO MORE than one sentence, clearly setting out the "change" to be delivered</i>	This provincial pilot project will give China sufficient practical experience to establish a national referral mechanism for the identification of victims of Trafficking in Persons and Modern Slavery and their referral between law enforcement and victim support agencies, filling a significant capacity gap.
Implementing Agency Name; Address; telephone number; Email; Website	International Organization for Migration Tayuan Diplomatic Compound, 1 Xindonglu, Building 9, 8 th Floor Unit 1, Chaoyang District, Beijing CHINA iomchina@iom.int 86-10-59799695 www.iom.int
Cost	FY2018/19: £19,881 FY2019/20: £203,096.17 FY2020/2021: £77,023
Timing	Planned start date: 1 February 2019 Planned completion date: 31 July 2020

Project Plan

Use the table below to set out the Purpose, Outputs and Activities to be delivered. Give the Indicator(s) of Success for the Purpose, along with the Baseline information, what the target to be reached is, and when it will be delivered by, along with milestones (checkpoints) at which progress will be measured. This will allow you to monitor and measure progress throughout the Project, and provide clear evidence of the Project's success

Then list the Outputs and the Activities that will be needed to deliver them. You can, if you wish, add Indicators at the Output level.

Indicator = what will be measured (eg the number of people who will be trained; the increase in positive perceptions of an issue)
Baseline = the current status (eg no training exists; current perceptions are x% positive)

Sources = where will the information on the baseline data and targets come from (eg data from research carried out by the implementer; open source data)

<p><i>Milestones = the key points at which progress will be tracked (can be specific dates/events or the regular quarterly reports – but provide indicative dates for the latter)</i></p> <p><i>Target = what the project will deliver (eg 100 people trained; 50% increase in positive perceptions)</i></p> <p><i>Date = the date by which the output will be delivered</i></p>				
<p>Project Purpose/Objective: This provincial pilot will give China sufficient practical experience to establish a national referral mechanism for the identification of victims of Trafficking in Persons and Modern Slavery and their referral between law enforcement and victim support agencies, filling a significant capacity gap.</p>				
Indicator(s)	Baseline	Sources	Milestones	Target & Date
1	Percentage of VOTs supported who report positively on their experience of the referral process	Direct survey of supported VOTs, targeted at referral process	50 per cent of respondents by February 2020	70 per cent of respondents by July 2020
2	% of satisfaction from Central authorities about implemented pilot referral mechanism	Survey to officials from MPS, MCA and NIA and other government stakeholders involved	Final assessment/ no milestone included	75 per cent at the end of the project
<p>Outcome 1: Policy makers at provincial level from different agencies develop victim-centred referral mechanism plans in compliance with international standards and best practices</p>				
<p>Output 1.1: National-level policy support exists for data and experience-gathering through pilot process</p>				
Activities linked to Output 1.1	<p>1.1.1 Meeting of central agencies to select pilot province, in March 2019 , to include 2 provincial-level agencies.</p> <p>1.1.2 Two National level Inter-ministerial meetings in February 2019 and in March 2020. (Participating organisations include government agencies such as the Ministry of Public Security Office to Combat Trafficking (MPS OCT), the Legislative Committee of the National People's Congress (NPCCLC), the Working Committee on Women and Children under the State Council (WCWC), the Supreme People's Court (SPC), Supreme People's</p>			

		Procuratorate (SPP), the Ministry of Foreign Affairs (MFA), and the All China Women's Federation (ACWF), the Ministry of Civil Affairs (MCA) and the Ministry of Human Resources and Social Security. International organizations and civil society organizations attending include IOM, UN-ACT and Save the Children.)		
Indicator(s)	Baseline	Sources	Milestones	Target & Date
1.1.1	Selection of pilot province by national-level officials ⁵	Ministry of Public Security Ministry of Civil Affairs	(see target date – within one month of project implementation)	Pilot province selected March 2019
1.1.2	Agreement on detailed project plan by provincial-level officials ⁶	PSB and CAB in selected pilot province	Progress assessment (May 2019 meeting)	Provincial level agreement secured, July 2019
Output 1.2: Provincial Government has access to a model Referral Mechanism that is in line with international standards and best practices				
Activities linked to Output 1.2				
1.2.1 Design workable provincial referral mechanism in partnership with Public Security Bureau and Civil Affairs Bureau				
1.2.2 Meetings of PSB and CAB to agree written protocols for pilot ("Pilot inter-agency meeting")				
Indicator(s)	Baseline	Sources	Milestones	Target & Date
1.2.1	Written protocol for inter-agency referral agreed by Chinese authorities and circulated to staff.	Implementer and Chinese partners (MPS, MCA)	Draft July 2019	Final draft version March 2020
Output 1.3: Provincial officials have necessary knowledge and skills to identify and refer victims				

⁵ This indicator demonstrates the initial national level buy-in to, and support for, the project.

⁶ This indicator demonstrates buy-in at the provincial level for the project.

Activities linked to Output 1.3		1.3.1 Training on victim identification for PSB and CAB officials 1.3.2 Training on referral based on pilot case studies		
Indicator(s)	Baseline	Sources	Milestones	Target & Date
1.3.1 Number of PSB and CAB officials trained on the VoT identification and referral mechanism, disaggregated by sex.	6 (on victim ID only)	Implementer data: participation lists	50 by June 2019	100 by February 2020 (allows time for full pilot)
1.3.2 Percentage of PSB and CAB officials score at least 70% on their VoT identification and referral mechanism knowledge, disaggregated by sex.	0	Implementer data: evaluation survey of participating officials	Ongoing progress assessments, June 2019 and February 2020 (following workshops)	75 per cent of participating officials by the end of the project
Output 1.4: Grassroots organizations have necessary knowledge and skills to identify, refer and support victims				
Activities linked to Output 1.4		1.4.1 Training on victim identification and referral for ACWF and related charity organizations at local levels 1.4.2 Training for ACWF and related charity organizations on support and protection services for victims of trafficking		
Indicator(s)	Baseline	Sources	Milestones	Target & Date
1.4.1 Number of CSOs staff trained on the VoT identification and referral and protection service supports for the VoTs, disaggregated by sex.	0	Implementer data: participation lists	50 by August 2019	100 by May 2020

1.4.2	Percentage of the trained CSOs staffs score at least 70% on their VoT identification and VoT protection service support knowledge, disaggregated by sex.	0	Implementer data: evaluation survey of participating officials	Ongoing progress assessments, August 2019 and May 2020 (following workshops)	75 per cent of participating officials by the end of the project
Outcome 2: Victims receive assistance systematically through written protocols by law enforcement agencies, non-law enforcement agencies, including shelters and other relevant institutions.					
Output 2.1: Victims are efficiently referred for assistance between PSB and CAB (including shelters)					
Activities linked to Output 2.1					
2.1.1 Case management technical assistance/direct assistance programme for 30 victims, covering interpretations and returns, (return tickets, medical assistance, psychological assistance, interpreting, basic services)					
Indicator(s)	Baseline	Sources	Milestones	Target & Date	
2.1.1 Number of victims assisted through NRM pilot protocol	0	Implementer data: list of VOTs assisted	30 by February 2020	60 by July 2020	
Output 2.2: Potential victims have improved understanding on human trafficking and exploitation and available services and are encouraged to come forward and seek help from relevant authorities					
Activities linked to Output 2.2					
2.2.1 Distribution of informative material translated in different languages in police stations, community centres, religious centres, markets, hospitals etc highlighting available services including contact details for relevant authorities.					
Indicator(s)	Baseline	Sources	Milestones	Target & Date	
2.2.1 Number of I.E.C material types produced for dissemination	0	Implementer data: List of I.E.C materials	200 posters 1000 brochures 1000 flyers designed and produced	Materials in place before peak travel period of Spring Festival late January 2020	

					by September 2019 ⁷	
2.2.2	Number of people reached through the I.E.C materials	0		Implementer data: Can be estimated only once pilot location decided	/	5,000 ⁸ by the end of the project
2.2.3	Percentage of people reached through I.E.C materials are aware of human trafficking related information.	0		Community at large through a representative pre- and post-campaign survey.	/	65 per cent by the end of the project
Outcome 3: China has practical experience of designing and operating a referral mechanism for victims of trafficking.						
Output 3.1: Chinese authorities enhance their understanding on the functioning and utility of implementing a referral mechanism for victims of trafficking						
3.3.1 Writing of a final report to capture lessons learnt and to provide recommendations for national roll-out of referral mechanism for victims of trafficking						
3.1.2. Hold dissemination meeting to directly communicate lessons learnt and convey recommendations to responsible provincial officials						
Indicator(s)		Baseline	Sources	Milestones	Target & Date	
3.1.1	Number of final report produced and shared	0	Implementer data: Record	/	1 by end of the project	

⁷ These are indicative figures calculated through the available budget for the activity and the average unit cost of the specific I.E.C. material. The actual figures will be defined together with the survey' local implementer once the pilot province/counties are selected and, subsequently, a more accurate target coverage/reach strategy can be set up to maximise the effectiveness of the communication campaign.

⁸ It is not possible to set the target specifically until the pilot location is decided in consultation with the Chinese partners. Assessing the reach will depend on the number of people flowing through the selected locations, which can vary depending on which location and which town. See footnote 3.

3.1.2	Number of participants attended the dissemination meeting, disaggregated by sex	0	Implementer data: List of participants in the meeting	/	Two each from PSB, CAB, ACWF, 6 total
Sustainability <i>How will the project ensure benefits are sustained once the project funding ends?</i>		<p>The Chinese government typically approaches policy change based on empirical data, often drawn from pilot studies. Where such pilots demonstrate a tangible policy benefit, or improvement on existing approaches, there is potential for wider implementation. The project's sustainable legacy would be the data and experience in running a referral mechanism, in the context of the final stages of the 2013 – 2020 National Plan of Action Against Trafficking in Persons, and ideally leading to a decision to implement a national referral mechanism.</p>			

Risks	Risk	Impact	Likelihood	Management	Escalation Point
What are the key risks in implementing this project and how are you going to manage them <u>Add more lines as required</u>	Lack of national level buy-in	H	M	How will the risk be managed and monitored, what are the mitigating actions, and who is the risk owner IOM and Embassy relationship with MPS as lead agency Risk owner: IOM, embassy	At what stage will the management of this risk need to be escalated to a more senior colleague and/or flagged to London If national level buy-in not obtained
You should also think here about when risks should be flagged up to Programme Managers in London	Lack of local level buy-in	M	L	A priority list of possible pilot provinces provides flexibility Risk owner: IOM, embassy	If local level buy-in not obtained

	Lack of cooperation across Chinese departments	H	M	Establish regular inter-department reporting process (conference calls etc.) with IOM involved and providing guidance as needed. Risk owner: IOM	If significant continued failure in cooperating impedes progress in the implementation of referral mechanism
	Inability to set pilot protocols by milestones	M	L	IOM project management team relationship with partners, jointly monitor Risk owner: IOM, embassy	If significant delay reduces pilot period
	Officials do not follow pilot procedures	M	L	Effective training and ongoing technical support Risk owner: IOM	If significant continued failure cannot be mitigated by technical support
	Victims are not aware of the support or do not trust the authority.	M	L	Awareness raising campaigns on the risks of trafficking and to encourage victims to come forward and seek assistance from relevant authorities. Risk owner: IOM	If limited number of victims are assisted and relevant milestone is not met
	Victims identified through the NRM pilot are subjected to "custody	H	L	Operational protocols agreed with Chinese authorities will clarify that	If Chinese agencies do not follow agreed protocols

	and education", or shourong jiaoyu				corrective detention should not be considered for victims that were compelled to work in the vice trade as a direct consequence of their situation	
	Third country victims identified through the NRM pilot are subjected to short-term detention for immigration offences				Operational protocols agreed with Chinese agencies will clarify that relevant exemption under Article 61 of China's Exit and Entry Administration Law should apply – so victims are not subject to immigration detention	If Chinese agencies do not follow agreed protocols
Stakeholders <i>Who are the people or groups with an interest in this project and who will be affected by it and/or can influence its success either positively or negatively?</i>	Stakeholders	Interest L/M/H	Influence L/M/H	Engagement / Communications plan (How to engage, how often and who by/who to)	Owner	
	Ministry of Public Security	H	H	Regularly by IOM and Embassy to MPS OCT ⁹	IOM	
	Ministry of Civil Affairs	H	H	Regularly by IOM and Embassy to MCA	IOM	

⁹ Ministry of Public Security Office to Combat Trafficking

<p><i>How will you manage your engagement with them</i> <i>Add more lines as required</i></p>	<p>All China Women's Federation</p>	<p>M</p>	<p>M</p>	<p>Regularly by IOM and Embassy to ACWF through: Training organized by IOM for relevant ACWF personnel at local level to improve referral and assistance to potential VOTs, as well as a member of the national level inter-ministerial meeting and at the local level pilot inter agency meeting.</p>	<p>IOM</p>
	<p>Provincial Public Security Bureau</p>	<p>H</p>	<p>H</p>	<p>Regular technical support and project activities</p>	<p>IOM</p>
	<p>Provincial Civil Affairs Bureau</p>	<p>H</p>	<p>H</p>	<p>Regular technical support and project activities</p>	<p>IOM</p>
	<p>Inter-ministerial Working Group</p>	<p>H</p>	<p>H</p>	<p>Annual meetings co-hosted by MPS and IOM (usually November) e.g. Nov 2018, Nov 2019 progress reports.</p>	<p>IOM</p>
	<p>Ministry of Foreign Affairs</p>	<p>L</p>	<p>L</p>	<p>Periodic updates and technical assistance for foreign government liaison as it arises</p>	<p>IOM UK Embassy</p>

	Local NGOs and Civil Society Organisations	L	L	Local/grassroots NGOs and CSOs selected with the support of ACWF will be involved in training on identification and support of VOTs as appropriate.	IOM
<p>Gender Analysis To help us comply with the International Development (Gender Equality) Act 2014, please provide a brief gender analysis covering:</p> <ul style="list-style-type: none"> - The current situation regarding gender and the MSHT and victim support environment in China; - Information on how this project will promote gender equality, for example by ensuring that a person's gender does not negatively affect their ability to access 	<p>China's current policy development framework in this area is the <i>Second National Plan of Action to Combat Trafficking in Persons 2013 – 2020</i>. What difficulties do female victims face in accessing support? Female victims of trafficking may experience difficulties in accessing support because of several factors, both from the authorities and the victims' side:</p> <p><u>Authorities' side:</u></p> <ul style="list-style-type: none"> • Limited capacity and understanding on trafficking of first responder authorities such as police, civil affair officials (including shelter staff), health workers, and women's federation officials. • Limited capacity, resource and support of CSOs. • Ineffective collaboration among different government services and between government services and CSOs, particularly at the operational level in provincial and sub-provincial jurisdictions. <p><u>Victims' side:</u></p> <ul style="list-style-type: none"> • Reluctance of victims to identify themselves as such • Conditions of psychological dependency of victims from their traffickers • Restriction of movement • Fear of deportation or detention due to the victim's immigration status or illegal activities resulting from their trafficking situation • Cultural isolation, linguist barrier • Lack of awareness raising materials on risks of trafficking and on rescue possibilities. <p>Current trafficking law, and associated implementation, is limited in definition to <i>women and children</i>. Adult males are not included in China's definition of trafficking. China's nascent victim support framework</p>				

<p>the benefits of the project.</p>	<p>is similarly limited. Chinese policy and judicial agencies are aware of this (and other) limitations of existing legislation. The proposed pilot referral mechanism would, strictly speaking, also be limited to women and children. However, China is actively considering new, contemporary trafficking legislation. In line with the policy framework in the National Action Plan, this law should be expected to include adult males in its definition of trafficking. The proposed pilot mechanism would be structured with two key gender aspects. First, it would retain the capacity to support female victims with gender-specific requirements (e.g. victims of sexual assault). Second, it would be flexible enough to seamlessly transition to the capacity to support adult male victims once China's broad policy and legal framework change to do the same.</p>
<p>Signature of Implementing Agency Lead Contact</p>	
<p>Date</p>	<p>09/01/2019</p>



ANNEX D – CHANGE CONTROL RECORD

Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	DD MMM YYYY	DD MMM YYYY



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			

2. Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Agreement.

3. 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

Signature

Name

Title

Date

Signed on behalf of the Partner

Signature

Name

Title

Date