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**PROJECT IMPLEMENTATION AGREEMENT**  
**Between**  
**the International Organization for Migration**  
**And**  
**Università degli Studi di Palermo**  
**On the Project**  
**“STUDENT MENTORSHIP: TOWARDS AN ITALIAN NETWORK OF INCLUSIVE UNIVERSITIES”**

This Project Implementation Agreement is entered into by the **International Organization for Migration**, an organization part of the United Nations system, Mission in Rome, Casale Strozzi Superiore, Via L.G. Faravelli snc - 0195 Rome, represented by Laurence Hart, Director, Coordination Office for the Mediterranean, Chief of Mission for Italy and Malta, and Representative to the Holy See, hereinafter referred to as “**IOM**,” and **Università degli Studi di Palermo, Piazza Marina n. 61, 90133 Palermo**, represented by prof. Fabrizio Micari, Rector, hereinafter referred to as the “**Implementing Partner**.” IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Introduction**

Thanks to the support of the Department for Civil Liberties and Immigration of the Italian Ministry of Interior (Moi), the Student Mentorship projects intends to institutionalize the mentorship schemes that will be activated in universities, through the direct involvement of the Rectors and the engagement of higher-level management offices of each University participating in the initiative. This will allow to scale up the impact of the pilot *Mentorship in Italian Universities – Youth-to-youth support for the integration of students with different backgrounds* (1.11.2017 - 1.12.2018) – implemented by the Department for Civil Liberties and Immigration of the Italian Ministry of Interior (Moi), in partnership with IOM – and to capitalize on results and lessons learnt in the framework of the regional initiative *TandEM – Towards Empowered Migrant Youth in Southern Europe*.

On a voluntary basis, student committees have already been set up in six universities, with the aim of supporting refugee students with a migratory background in their academic career and in their process of inclusion in the Italian context. Building on the successful completion of the pilot, IOM aims at institutionalizing the mentorship scheme and extend it to up to 10 universities across Italy, with a view to establishing a network of inclusive Italian universities. This will be achieved by promoting the recognition of student committees providing mentorship support within the university structure; providing continued support to enhance the student committees’ capacity; and monitoring the implementation of the universities’ and student committees’ mentorship plans.

The initiative will lead to the identification of strategies and common responses in order to show how diversity, equity and inclusiveness can be embedded as a distinct feature into higher education, research and university management.

IOM will be responsible of the management and implementation of the project. The active involvement of the Conference of Rectors of Italian Universities (CRUI), in coordination with the Ministry of University and

Research (MUR) and the close collaboration among these institutions, the Ministry of the Interior and IOM will be fundamental to guarantee the implementation, sustainability and replicability of the initiative at the national level.

## 2. Integral Documents

The following documents form an integral part of this Agreement:

- (a) **Annex A** – Project Document;
- (b) **Annex B** – Project Budget;
- (c) **Annex C** – Grant Agreement No. 2019-C07967 signed between the Italian Ministry of Interior, Dipartimento per le Libertà Civili ed Immigrazione - Direzione Centrale per le politiche dell'Immigrazione ed Asilo and IOM on 04.09.2019, including all its Annexes (hereinafter referred to as the "Grant Agreement") and
- (d) **Annex D** – IOM's Data Protection Principles.

## 3. Scope of the Agreement

The purpose of the Agreement is to support the implementation of the project *Student Mentorship: Towards an Italian Network of Inclusive Universities*, with particular focus on the project activities under the direct responsibility of Sapienza University of Rome, as described in this agreement and in the full project document and budget (Annex A, B and C). The implementing Partner shall commence the activities on 1 July and fully and satisfactorily complete them by 31 March 2021.

## 4. Responsibilities of IOM

IOM undertakes to:

- (a) Transfer the funds allocated to the Implementing Partner to carry out the activities described in the project document (Annex A);
- (b) Coordinate and support project implementation and all project activities, as described in detail in the Project Document and Timeline (Annex A);
- (c) Monitor and evaluate the activities carried out by the Implementing partner, on the basis of the project results matrix (Annex A.6), the detailed work plan (Annex A.7);
- (d) Liaise and coordinate with the Department for Civil Liberties and Immigration of the Italian Ministry of Interior (Moi) and other key institutional stakeholders involved, in all matters related to the Project.
- (e) Lead in the financial and narrative monitoring and reporting to the Italian Ministry of Interior.

## 5. Responsibilities of Università degli Studi di Palermo

The Implementing Partner undertakes to:

1. Appointing a faculty member as *focal point*, representing the University to liaise with IOM and CRUI in relation to project activities and to coordinate the implementation of the project activities within the University. The *focal point* will be responsible for:
  - a) Acting as the main interlocutor and resource person within the University vis-à-vis IOM and the implementing partner of the project (CRUI);
  - b) Selecting a 'tutor' to act as supervisor of the Student Committee, by granting a collaboration fee following internal university process;

- c) Identifying students to join the Student Committee and become mentors;
  - d) Supervising and monitoring the work of the Student Committee supported by the tutor;
  - e) Contributing to the launching and promotion of the project and coordinating the organization of events or trainings in the framework of the initiative, encouraging students' participation in the activities;
  - f) Facilitating the process of institutionalization of the Student Committee at university management level (Rectorate and management organs) as well as within the academic community.
  - g) Participating in the project final event and sharing the University's experience and lessons learned through the implementation of the initiative;
  - h) Maintaining regular communication with IOM and informing the IOM project team on progress in the development of activities, challenges or problems encountered and results achieved.
2. Preparing and submitting to the Steering Committee (IOM, MOI and CRUI) a simple project proposal for the establishment of a mentorship scheme in the University, including forecast budget, according to the Concept Note and budget templates and recommendations which will be provided by IOM.
  3. Securing the correct financial reporting of all expenses incurred in the framework of the project for the implementation of the activities, following IOM provisions in accordance to the Donor's requirements.
  4. Guaranteeing that university administrative procedures are in place to ensure the formal recognition of the mentors' role within the university system and to guarantee the institutionalization of the Student Committee and the mentorship scheme within the University.
  5. Undertaking the internal process towards the official recognition of apprenticeship or University Educational Credits (CFU) to members of the Student Committee collaborating in the project.
  6. Fostering the Student Committee's activity, also possibly dedicating a physical space for the mentors to work and welcome their peer students' requests, in order for the mentorship support to be easily available to all the students who might be in need of assistance.
  7. Consenting the use of the University logo in visibility materials produced within the framework of the project (permission to use or reproduce the logo of the University will be sought on a case-by-case basis).

## 6. Finance

- 6.1 IOM agrees to provide financial support to the Implementing Partner in implementing *Student Mentorship: Towards an Italian Network of Inclusive Universities* (the "**Project**") from 1 July 2020 to 31 March 2021 in the maximum amount of **EUR 8,000 (Eight Thousand Euros only)** (the "**Contribution**") in accordance with the Budget attached to this Agreement (**Annex B**) and considered an integral part thereof.

6.2 Subject to receipt of the funds by IOM from the funding Donor of the Project, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:

- (a) The first instalment in the amount of EUR 4,000 (Four Thousand Euros) shall become due after signature of this Agreement and upon IOM's receipt of the Partner's payment request.
- (b) The second and last instalment in the maximum amount of EUR 4,000 (Four Thousand Euros) not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of payment instalments already transferred by IOM, shall be made upon completion of the Project, subject to IOM's receipt and approval of the final narrative and financial report as described in Article 7, IOM's receipt of the request for payment and IOM's verification of successful completion of the following activities:
  - 1 Student Committee established and actively functioning
  - At least 1 training carried out (in person/on line)
  - At least 1 social event organized (conference, peer-to-peer exchange, workshop, storytelling, multicultural dialogue, etc.)
  - A final communication/promotion output produced (brochure, mentorship guidelines, video, booklet, etc.)
- (c) If at the end of the reporting period covered by an interim report, less than 70% (seventy per cent) of the previous instalments provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalments, unless the Implementing Partner justifies with a project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.
- (d) Any excess funds received by the Implementing Partner under this agreement which are reported in the final financial report by the Implementing Partner as not utilized for project implementation purposes shall be returned to IOM no later than the date of submission of the final report.

6.3 Payment shall be made by bank transfer in Euros (EUR) to the following bank account:

Università degli Studi di Palermo  
Piazza Marina, 61 - 90133 Palermo  
Codice fiscale: 80023730825 - Partita IVA: 00605880822  
**Conto corrente bancario: 000300004577 ABI: 02008 CAB: 04682**  
**IBAN: IT 09 A 02008 04682 000300004577**  
**Codice swift: UNCRITMMPAE**

6.4 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM's designated representative or the competent bodies of the funding Donor(s) of the Project at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit or

reproduction. On request, employees of the Implementing Partner shall be available for interview.

6.5 Any expenses found ineligible under the terms of this agreement by IOM or by the funding Donor(s) of the project, shall be returned to IOM within 30 days from IOM's written notification on the ineligibility of the expenses.

6.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate or when IOM reasonably suspects that the Implementing Partner is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

## **7. Reporting**

### **7.1 Financial report**

7.1.1 A certified interim financial report shall be submitted to IOM no later than 15 November 2020. The interim financial report shall present how the contribution from IOM has been used from the start date of the project to 31 October 2020.

7.1.2 A certified final financial report shall be submitted to IOM no later than 15 April 2021 and shall cover the whole project duration.

7.1.3 All expenses included in the interim or final financial reports by the Partner must meet the following minimum criteria:

- (i) They are incurred in accordance with the provisions of this agreement; and
- (ii) They are necessary for carrying out the activities as describe in Annex A of this Agreement; and
- (iii) They are foreseen in the estimated project budget as described in Annex B of this Agreement; and
- (iv) They are incurred during the implementation period of this Agreement; and
- (v) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
- (vi) They are identifiable, recorded in the Implementing Partner's accounts in accordance with the accounting practices of the Partner and backed by supporting documents.

7.1.4 As part of the financial report verification and approval process, IOM retains the right to receive certified copies of all documents supporting the expenses reported by the Implementing Partner.

### **7.2 Narrative report**

Interim narrative report(s) shall accompany each interim financial report. The interim narrative report(s) shall cover the activities performed and the results obtained by the Project during the relevant reporting period. The report(s) shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies. The final

narrative report shall be submitted to IOM no later than 15 April 2021 and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.

- 7.3 The Implementing Partner shall give IOM all information on the Project and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

## 8. Warranties

8.1 The Implementing Partner warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Implementing Partner any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Contribution specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Implementing Partner becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate

response. The Implementing Partner shall ensure that this requirement is included in all subcontracts.

8.2 The Implementing Partner warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Implementing Partner shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroy, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

8.3 The Implementing Partner further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
  - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's

country of citizenship and in the country of citizenship of the concerned employee or other personnel.

- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

8.4 The above warranties shall survive the expiration or termination of this Agreement.

## 9. Assignment/Subcontracting

- 9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Partner without approval in writing by IOM may be cause for termination of the Agreement.
- 9.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the activities may be assigned to a subcontractor. Notwithstanding the said written approval, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Implementing Partner shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Implementing Partner remains bound and liable under this Agreement and it shall be directly responsible to the IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## 10. Delays/Non-Performance

- 10.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document (**Annex A**), it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 10.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure



event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of *force majeure*. In the event of such suspension or termination, the provisions of Article 20 (Termination) shall apply.

## **11. Independent Contractor**

The Implementing Partner, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all activities under this Agreement as an independent contractor and not as an employee or agent of IOM.

## **12. Confidentiality**

12.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

12.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Implementing Partner and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Implementing Partner and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

12.3 IOM in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:

- IOM: XM-DAC-47066

## **13. Intellectual Property**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from the Project shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

## 14. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

**International Organization for Migration (IOM)**

Attn: Laurence Hart

Casale Strozzi Superiore, Via L.G. Faravelli snc 00195 – Rome

Email: lhart@iom.int

**Università degli Studi di Palermo**

Attn: prof. Fabrizio Micari

Università degli Studi di Palermo, Piazza Marina, 61 - 90133 Palermo

Email: rettore@unipa.it

## 15. Dispute resolution

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

## **16. Use of IOM Name**

The official logo and name of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM to the Project in any advertising or publicity connected with the Project, which must be approved by IOM in writing in advance.

## **17. Status of IOM**

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

## **18. Indemnity**

18.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.

18.2 This indemnity shall survive the expiration or termination of this Agreement.

## **19. Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

## **20. Termination**

20.1 This Agreement may be terminated by 1 (one) month's written notice to the other Party or suspended by IOM. However, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

20.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

20.3 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.

20.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the

Implementing Partner in writing when the suspension is lifted and may modify the completion date. The Implementing Partner shall not be entitled to claim or receive any Contribution or costs incurred during the period of suspension of this Agreement.

**21. Severability**

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

**22. Entirety**

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

**23. Final clauses**

23.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 20.

23.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in duplicate in English, on the dates and at the places indicated below.

*For and on behalf of*  
The International Organization  
for Migration

*For and on behalf of*  
Università degli Studi di Palermo

Signature

Signature

\_\_\_\_\_  
Laurence Hart  
Director, Coordination Office for the  
Mediterranean, Chief of Mission for  
Italy and Malta, Representative to the  
Holy See

\_\_\_\_\_  
Prof. Fabrizio Micari  
University Rector

Place: Rome  
Date:

Place: Palermo  
Date: