



OFFICE OF

Contract

**for the implementation of the intervention "..... .."
within the framework of the Initiative "..... .." AID
between**

The Italian Agency for Development Cooperation - Office of (hereinafter referred to "AICS Office") fiscal code no. 97871890584, represented by [*Head of the AICS Foreign Office*],

and

[*"Full denomination of the implementing entity"- "Initials of the implementing organization"*] (hereinafter referred to as "Implementing entity"), registered in the List of non-profit organizations pursuant to art. 26, paragraph 3, Law 125/2014 with decree no. dated [dd / mm / yyyy], with Headquarters in, Represented by...

Or

[*"Full denomination of the implementing entity"- "Initials of the implementing organization"*] (hereinafter referred to as "*implementing entity*"), headquarters at the following address:....., represented by..... and is part of the Agreement entered into with ["*Full denomination of the implementing entity"- "Initials of the implementing organization"*] registered in the List of non-profit organizations pursuant to art. 26, paragraph 3, Law 125/2014 with decree no. dated [dd / mm / yyyy],

hereinafter referred to as also "The Parties",

PREAMBLE

- By virtue of the Law no. 125 dated August 11, 2014 concerning the "General regulation on international development cooperation" and in particular art. 10 and art. 26, paragraph 4;
- By virtue of the "Statute of the Italian Agency for Development Cooperation", approved with the Ministerial Decree no. 113 dated 22/07/2015 and subsequent amendments;
- By virtue of AICS accounting regulation, approved with the D.I. 1002/2500 of 15/12/2015 and subsequent amendments;
- By virtue of the decision of the Joint Committee for Development Cooperation no. 49 dated 05/02/2018 and subsequent amendments;

- By virtue of the *Call for Proposals* relating to the "INITIATIVE TITLE" published on;
- By virtue of the ranking list approved by document no. ... of ... and published on the AICS website on ...

The Parties agree and establish the following

Article 1

OBJECT

1. The AICS Office entrusts the “implementing ORGANIZATION INITIALS” the “[title]” intervention to be carried out in [Country], , as described in the documentation referred to in art. 19 of the present Assignment of Contract.
2. The attached documentation forms an integral part of the present Assignment of Contract.

Article 2

STAFF

1. The implementing Entity is committed to the local staff employed within the project to observe the legislation in force in [Country]
2. The working relationship between the implementing Entity and the employed staff within the project and any possible dispute arising from this matter does not in any way involve the AICS Office.
3. The implementing Entity is responsible for the safety of the expatriate staff employed in carrying out the project and undertakes to comply with the rules and security measures indicated by the Embassy / Consulate General of Italy in [.....].
4. In the event the implementing Entity fails to comply with the provisions on safety, the AICS office may suspend the funding provided for in this Assignment of Contract.

Article 3

FINANCIAL GUARANTEE

1. In case it is intended to request an advance payment from AICS Office, the implementing Entity undertakes to present a financial guarantee equal to 30% (thirty percent) of the advance, pursuant to art. 26, paragraph 4 of Law no. 125/2014.
2. The financial guarantee, at the choice of the implementing Entity, may be issued by a bank, insurance company, or by financial intermediaries registered in the official register referred to in art. 106 of Legislative Decree dated September 1, 1993, no. 385, which exclusively or mainly carry out guarantees issuing activities, and which are audited by an auditing firm registered in the official audit register provided for by art. 161 of Legislative Decree no. 58 dated 24 February 1998,

Or

2bis. The guarantee can be issued by a bank or an insurance company at the choice of the implementing Entity . However, it must be issued by a bank or insurance companies that meet solvency requirements equivalent to those provided for by Italian banking and insurance legislation.

3. Jointly with the payment of the third installment, the release of the guarantee policy is authorized at the request of the implementing Entity. After 180 (one hundred and eighty) days from the conclusion of the final report approval process, the guarantee policy is considered released without the need for further administrative documents.

4. In case the implementing Entity waives in writing the advance payment, the Parties sign a special *addendum* to this Assignment of Contract, in which the methods of payments taking place in progress following the activities reporting must be described in detail.

Article 4 **FINANCING METHODS**

1. The total funding for this assignment is EUR 00 (euro [\[in letters\]](#) / 00).

2. The due payments to the implementing Entity are made by the AICS Office in the aforementioned currency, by bank transfer to the dedicated current account opened in.... or in Italy, based on the "Financial Plan", and without prejudice to article 3, paragraph 4 of this Assignment of Contract, in the following methods:

- a) First installment of EUR, 00 (euro [\[in letters\]](#) / 00) equal to 50% (fifty percent) of the total amount, within working day(s) from the signature of this Assignment of Contract, provided that the implementing Entity proves the start of the planned activities through appropriate documentation certified by the AICS Office.
- b) A second installment of EUR, 00 (euro [\[in letters\]](#) / 00) equal to 40% (forty percent) of the total amount, to be paid within working day(s) from the date on which the AICS Office having verified the report containing the progress of the project, certifies the administrative-accounting regularity of the interim report containing the amount of costs actually incurred in relation to the project; costs that must be at least 80% (eighty percent) of the financing advance payment. The AICS office undertakes to carry out the checks in question within 10 (ten) working days from the receipt of the documentation prepared by the implementing Entity. This period is considered suspended if the documentation provided is irregular or incomplete and has to start again from the regularization date;
- c) A third installment, a balance in EUR, 00 (euro [\[in letters\]](#) / 00), equal to 10% (ten percent) of the total amount, to be paid within working day(s) from the date in which the AICS Office certifies the successful outcome of the checks carried out on the final project report, its good execution, testing, as well as the administrative-accounting regularity of the report including the total costs actually incurred by the implementing Entity for the project realization. In this case, the implementing Entity must also deliver the donation report to the beneficiaries - identified in the project document - of the movable assets taken in charge and the immovable properties possibly restored, without prejudice to the provisions of art. 8, second paragraph, of the present Assignment of Contract. The AICS Office undertakes to carry out the checks in question within 30 (thirty) working days from the receipt of the documentation prepared by the implementing Entity. This period is considered suspended in the event that the documentation provided is irregular or incomplete and has to start again from the regularization date.

Article 5 **ELIGIBLE COSTS**

1. As part of the project referred to in this Assignment of Contract, purchases of goods and services may be foreseen, as well as civil works of simple technical-professional execution, strictly functional and essential to the project.

2. The incurred costs of the financial guarantee policies referred to in art. 3 of this Assignment of Contract are also considered eligible.
3. The eligible administrative costs are the expenses incurred by the implementing Entity's national headquarters, after the stipulation of this Assignment of Contract for the project management, including the relative current expenses. The financial charge relating to administrative costs must not exceed 7% (seven percent) of the total costs actually incurred for the project and approved at the time of reporting the net of expenses relating to the guarantee.

Article 6

REPORTS AND FINANCIAL STATEMENTS

1. The implementing Entity is required for financing disbursing in the terms provided for by art. 5 of the present Assignment of Contract to submit to the AICS Office a report that includes the progress and a final report, accompanied respectively by an interim financial statement and a final financial statement, containing the incurred amount of expenses for the project.
2. In any case, the intermediate report must be submitted within (...) months of the stipulation of the present Assignment of Contract, regardless of whether or not the percentage of expenditure referred to in art. 4, paragraph 1 is reached. The final report submission and related financial statement in accordance with the originally proposed spending plan must take place within 30 (thirty) working days from the project completion. The Implementing Entity must also submit a report in the event of extraordinary conditions (e.g. temporary interruption of activities due to force majeure).
3. The Implementing Entity undertakes to provide technical information on the progress of the projects and / or descriptive and financial data when requested by the AICS Office and to participate in the evaluation of the projects.

Article 7

PURCHASES

1. The works and purchases of services and supplies relating to the project must be carried out according to the principles set out in art. 4, paragraph 1, of Legislative Decree no. 50 dated April 18, 2016, and subsequent amendments and additions, and as indicated in the document "Management and financial statement guidelines for the execution of humanitarian aid projects".
2. The goods purchased for the program must be delivered - as a rule - to the local counterpart at the end of the activities as a donation from the Italian government. The AICS Office can authorize a different destination of these assets with the emergence of new needs within the framework of the cooperation action of the general economy and to ensure greater timeliness in the interventions' implementation.

Article 8

VERIFICATIONS AND CONTROL

1. AICS and its foreign office can carry out checks at any time, if deemed necessary, regarding the progress of the Project and the results achieved up to that moment.

Article 9

CHANGES TO THE INITIATIVE

1. Should circumstances arise such as to impose a modification for the planned project activities following the stipulation of this Assignment of Contract, the Implementing Entity shall prepare a request for a non-expensive variation allowing to manage the unexpected circumstance while keeping the objectives and purposes of the intervention unchanged.
 2. The following variations are subject to prior authorization from the AICS Office:
 - a) Requests for temporal extension of the project;
 - b) The variations between items (A, B, C, D, E, and F as indicated in the Financial Plan);
 - c) The variations including expense compensation in the project's financial plan within the same item which are higher than 15% (fifteen percent) of the amount originally foreseen for the items.
 3. The following variations are not subject to prior authorization from the AICS Office:
 - a) The variants that entail expense compensation in the project financial plan within the same item that do not exceed 15% (fifteen percent) of the amount originally foreseen for the item.
- In the case of variants not subject to authorization, these must in any case be indicated in the Reports, as well as communicated to the AICS Office.
4. Under no circumstances, the Implementing Entity may request additional funds under this assignment.

Article 10

RESPONSIBILITY DURING THE EXECUTION OF THE PROJECTS

1. The AICS Office assumes no responsibility for damages deriving from the implementation of the activities provided by the Project referred to in this Assignment of Contract, as well as for the contractual and extra-contractual legal relationships concerning their execution, and the greater costs that may arise due to "force majeure" such as - by way of example and not limited to - war events, natural disasters, riots, etc.
2. The Implementing Entity is exclusively liable for any damage caused by its staff to persons and things belonging to third parties that may occur during the execution of the project referred to in this Assignment of Contract.
3. The Implementing Entity undertakes to:
 - Ensure the preparation of the necessary agreements with all the involved local authorities (in the case of imports, the exemption procedures issued by the local government or by the structure appointed by the same to manage the ongoing emergency situation must be mentioned);
 - Comply with the current Italian legislation (also for possible integration of the guidelines' contents) for any purchases of goods and services as well as civil works of simple technical-professional execution strictly accessories, functional and instrumentally indispensable to the project, and necessary for the implementation of the intervention;
 - Stipulate the necessary contracts with enterprises, local suppliers and technical staff operating in the projects;
 - The Implementing Entity must ensure that there is no detection of subcontractors, natural persons (including participants to workshops and/or trainings and recipients of financial support to third parties), in the lists of EU restrictive measures;
 - Provide the necessary supervision activities;

- Take care of the transport of all supplies, coordinating with the AICS Office.

Article 11

VISIBILITY

1. The Implementing Entity undertakes to carry out all the activities provided for in the specific annexes ensuring that they are known by the central, local, final beneficiaries, and international agencies present in the area as activities financed by the Italian government. The implementing Entity undertakes a similar commitment in relation to the rehabilitation works and the goods distributed to the beneficiaries by reason of the financing in question.
2. The implementing Entity is required, in relation to the project, to comply with the communication and visibility guidelines provided by the AICS Communication Office and in line with the EU Guidelines.

Article 12

TERMINATION OF THE ASSIGNMENT

1. In the event of irregularities or non-compliance with the terms and / or conditions of this Assignment of contract by the implementing Entity , the AICS office notifies the implementing Entity of this irregularity or non-compliance, inviting it to carry out the fulfillment within a peremptory period of not less than 30 (thirty) days.
2. Except as provided in the following art. 13; the contract is considered terminated, if after the assigned term the implementing Entity has not fulfilled the obligation.

Article 13

RECOVERY OF PAID FUNDS IN THE EVENT OF IRREGULARITIES OR NON-COMPLIANCE

1. In the event of irregularities or non-compliance with contractual terms and / or conditions, the implementing Entity is obliged to give back the received and unused funds, as well as the funds received and used in a manner different from the contractual purpose or illegitimately. The AICS office can also recover them by means of compensation.
2. In case of failure to return the due sums within the indicated deadline, the AICS Office can proceed with the enforcement of the guarantee pursuant to art. 3 of the present Assignment of Contract.

Article 14

FORCE MAJEURE CAUSES

1. In case events occur due to "force majeure" - such as, by way of example, war events, natural disasters, public disorder, danger or particular situations of insecurity, etc. - which prevent the smooth running of the project activities, the implementing Entity shall notify the occurrence of the event, justifying and proving it, to the AICS Office, which reserves the right to initiate an assessment procedure.
2. Upon the outcome of the aforementioned procedure, and within 30 (thirty) days of notification, the AICS Office shall notify the implementing Entity of the results of the procedure and, in case of ascertainment of the objective's impossibility for continuing the activities, the project shall be suspended and eventually concluded.
3. In the event of termination for reasons of force majeure, the incurred costs by the executing body are recognized, without prejudice to the provisions of the previous art. 13.

Article 15
CONFLICTS RESOLUTION

1. Any disputes relating to the interpretation or execution of this present Assignment of Contract, whatever their technical, administrative, or legal nature, which could not be resolved administratively, are referred to the exclusive jurisdiction of the Italian Judicial Authority, Court of Rome.

Article 16
APPLICABLE LAW

1. For matters not covered by this present Assignment of Contract, or not governed by Law no. 125/2014 and the related implementation regulations, the provisions of the Italian Civil Code regarding contracts and obligations shall be applied, as well as the anti-mafia legislation pursuant to Legislative Decree no. 159/2011 and subsequent amendments

Article 17
SUSPENSION OF THE PROJECT

1. The suspension is of an exceptional nature and is granted upon the occurrence of conditions that cannot be foreseen at the time of the initiative approval.
2. AICS Office authorizes the suspension of a project in the presence of a reasoned request from the implementing Entity. During the possible suspension period, no expenses may be charged to the initiative, except the expenses that fulfill legal obligations. Any guarantee provided for the disbursement of advances must also be suspended.

Article 18
ENTRY INTO FORCE, AMENDMENTS, AND DURATION OF THIS ASSIGNMENT OF CONTRACT

1. The present Assignment of contract enters into force from the date of signature by both contractors and remains valid until the complete and exact fulfillment of all the obligations provided for therein.
2. Any changes to this Assignment of contract must be agreed with in writing between the Parties.
3. Project activities must be carried out by [dd / mm / yyyy], except the provisions of the previous art. 12 and 14 or any subsequent extensions, if authorized by the AICS Office.

Article 19
DOCUMENTS CONSTITUTING AN INTEGRAL PART OF THE ASSIGNMENT OF CONTRACT

The Documents that form an integral part of this Assignment of Contract are the following:

- a) Summary Project Proposal;
- b) Financial plan;
- c) Certificate of exclusivity;
- d) Management and reporting guidelines for the humanitarian aid projects execution;

Rome, [\[dd/mm/yyyy\]](#)

For the Implementing Entity

For AICS

(legible signature, specify Name, Surname, and title - Legal Representative or the / representative)

(Head of AICS foreign branch)