



## **MOU with the IOM**

### **Memorandum of Understanding (MOU) between the Republic of India and the International Organization for Migration on the Establishment of Project Implementation Unit for the Activities relating to Facilitating Managed and Legal Migration from India**

#### **Preamble**

Whereas the Ministry of Overseas Indian Affairs (MOIA), located at Akbar Bhawan, New Delhi, India, aims at ensuring legal, fair and well-informed labour migration of Indian nationals who wish to work temporarily abroad; and

Whereas the International Organization for Migration (IOM), an intergovernmental organization with headquarters at 17 route des Morillons, CH-1211 Geneva 19, Switzerland, committed to the principle that humane and orderly migration benefits migrants and society, has been contracted by the European Commission to implement the “Regional Dialogue and Programme on Facilitating Managed and Legal Migration between Asia and the European Union (EU)” (hereinafter, the “Project”);

Whereas the MOIA and IOM agree to collaborate on the establishment of a Project Implementation Unit (PIU) for the purpose of implementation of the Project and other activities in India;

The Parties hereby agree as follows:



## **Objectives of the Cooperation MOU**

1. The objective of this Cooperation MOU is to outline the roles and responsibilities of each party in the establishment and operation of the PIU at New Delhi for the duration of the Project.
2. The Project aims to facilitate the development of legal labour migration from South and South-East Asia to the EU, to enhance regional cooperation on the management of labour migration, and to take measures to reduce irregular migration in the region. The Project will be implemented from 1<sup>st</sup> September, 2007 to December 31 2007 in accordance with the Project Activities (Annex 1) and the Budget (Annex 2), which is an integral part of this MOU.
3. This MOU shall also serve as a basis of further collaboration between IOM and MOIA for other related activities concerning facilitating managed and legal migration from India.

## **Description of Activities**

- 3.1 **Establishment of a Project Implementation Unit (PIU) in the Ministry of Overseas Indian Affairs**
  - (i) MOIA and IOM will jointly establish a PIU located in New Delhi, India, for the duration of the Project;
  - (ii) The PIU will be staffed by a Programme Coordinator and Programme Assistant who will be seconded by IOM to MOIA. The staff will be selected by MOIA and appointed by IOM.



- (iii) IOM shall finance the costs for establishing the PIU, including the salary of the Programme Coordinator and Programme Assistant, costs for vehicle rent, office equipment and supplies and communications, as per Article 5 of this MOU and the attached budget (Annex 2).
  
- (iv) These two seconded staff are IOM staff and shall not be considered as government employees. They are subjected to IOM's staff regulations.

### 3.2. Implementation of the “Regional Dialogue and Programme on Facilitating Managed and Legal Migration Between Asia and the European Union (EU)”

The Programme Coordinator and Programme Assistant working in the PIU will, under the supervision of MOIA and monitoring of the IOM, implement the Project according to the description included in the Project Activities (Annex 1), which is an integral part of this MOU. In particular, the Programme Coordinator, assisted by the Programme Assistant, shall:

- (i) Identify and propose participants for trainings (on administering an overseas employment programme – with special reference to market research and marketing, and on labour migration opportunities and procedures in selected EU Member countries) from India, and prepare in time the travel arrangements;
  
- (ii) Assist and support the establishment and operation of a national overseas employment market research unit, coordinate with a focal point for the



- Project in MOIA, assist in the identification of information sources and needed equipment for the market research unit;
- (iii) Assist in the update of a national manpower profiles prepared by consultants and the review of the skills profile in relation to foreign employment demand, and the dissemination of the study;
  - (iv) Assist in a study of good practices in a) the development of financial support schemes to help the youth acquire skills sought in the domestic and foreign labour market, b) the certification and enforcement of professional and technical standards for qualifications, c) skills development training structures and systems. Disseminate the study to the relevant government counterparts;
  - (v) Identify and propose participants for a training aimed at building capacity of private recruitment agencies, and promote the establishment of a network between recruitment agencies in Asia and Europe;
  - (vi) Contribute to the success of the senior officials and ministerial consultations taking place as continuation of the Colombo process, by ensuring the necessary follow-up of invitations if necessary;
  - (vii) Propose the selection of four private recruitment agencies and, after their selection, cooperate with them and a governmental recruitment agency on the placement of workers in the five participating EU countries as part of a pilot action; and monitor the process of selection of the workers;
  - (viii) Organize, in cooperation with relevant partners and NGOs, the process of establishing and running Migrants' Resource Centres (MRCs) to provide information to migrants (this includes the mapping of organisations involved and assessment of their activities, the provision of training to NGOs on labour migration opportunities and procedures in selected EU member countries and risks of irregular migration, the establishment of a model MRC, the provision of equipment and libraries to the model MRC);



- (ix) Commission a survey on knowledge, attitude and practice on labour migration, then plan and be involved in implementing information campaigns with national partners (concerned ministries, MRCs, NGOs), to inform potential migrants of the risks of irregular migration including illegal recruitment, regular migration options and regulations of both receiving and sending states;
- (x) Exert strict control over expenditure under the Project in close coordination with IOM and MOIA, and ensure sound financial management and assist MOIA with monthly financial reporting to IOM.

### 3.3. Implementation of other related activities concerning facilitating managed and legal migration from India

- (i) PIU shall serve as a focal unit for IOM to coordinate on relevant activities concerning facilitating managed and legal migration from India including activities described in the technical cooperation proposal drafted by IOM to MOIA on July 2006 (Annex 3)
- (ii) MOIA and IOM shall consider implementing joint activities to facilitate managed and legal migration from India, as agreed between the Parties in writing subject to the availabilities of resources.

### **Responsibilities for Project Implementation**

4. The Parties agree to cooperate throughout the implementation of the Project, with the following basic responsibilities:

#### 4.1. IOM Responsibilities

IOM's responsibilities include:



- (i) Secondment of Programme Coordinator and Programme Assistant as selected by MOIA;
- (ii) Appointment of a Regional Programme Manager in IOM Dhaka, who will act as the focal point in IOM for the implementation of this Project;
- (iii) Provision of the funds in accordance with Article 5 of this MOU.
- (iv) Thematic Guidance to and supervision of the Programme Coordinator and Programme Assistant in India, by the Regional Programme Manager of IOM;
- (v) Technical support to the PIU in the implementation of the Project, in accordance with the attached budget.
- (vi) Provision of programme, policy and other types of supports in the areas of migration facilitation and management upon request of MOIA and agreed by IOM.

#### 4.2. MOIA Responsibilities

MOIA's responsibilities include:

- (i) Provision of office space/facilities in New Delhi for the PIU during project duration;
- (ii) Appointment of a focal point in MOIA for the implementation of this Project who will contact the corresponding focal point in IOM at least once per month / or: whenever needed;
- (iii) Assistance to and supervision of the Programme Coordinator in his/her liaison with government counterparts, to ensure successful project implementation and active participation of MOIA in the planned Project activities;
- (iv) Opening of a separate bank account in the MOIA solely for this Project. Procedures for the operation of the bank account are contained in Annex 4.



- (v) Ensure, together with the Programme Coordinator, that the funds withdrawn will be used exclusively for the implementation of this project, in strict accordance with the project budget.
- (vi) Maintain the bank accounts and any financial records in accordance with generally accepted principles to sufficiently substantiate expenditure of the funds provided by IOM.
- (vii) Provide monthly financial reports to IOM as stated in Annex 4.
- (viii) Implementation of other joint programmes and activities with IOM in the area of facilitating managed and legal migration from India.

### **Finance**

5.1. Funds will be disbursed to MOIA by IOM every three months on the basis of an estimated three-month expenditure based on the Budget. The first installment of EUR 10,000 (ten thousand Euros) shall be made within 15 days from the date of signature of this MOU. The second and subsequent installments up to EUR 35,000 (thirty five thousand Euros) per installment shall be made upon IOM's receipt of forecasted expenditure for the next quarter, subject to IOM's approval of the financial report covering the previous three months period.

5.2 Payment shall be made to the bank account described in Article 4.2 (vi) of this MOU. MOIA shall inform IOM of the details of the bank account.

5.3 MOIA ensure that the PIU shall comply with IOM's accounting and financial requirements which are attached to this MOU as Annex 4. Any expenditure not supported by relevant financial record or not in accordance with the budget shall not be financed by IOM and shall be returned, if already paid.



- 5.4 This agreement is subject to the relevant sections of the European Community Contribution Agreement with IOM for the Project and particularly Annex II of the EC-IOM Agreement which contains general, administrative and financial provisions (Annex 5).

### **Dispute Resolution**

6. Any dispute, controversy, or claim arising out of/ or relating to the MOU, including its invalidity, breach or termination, shall be settled amicably through discussion and negotiation.

### **General Clauses**

7. The present MOU shall enter into force upon the signing of both Parties and shall remain valid until completion of all obligations of the Parties under this MOU. The MOU may be extended by mutual agreement if the duration of this Project is extended.
8. The present MOU may be amended by agreement of both the Parties in writing.
9. Either Party may terminate this MOU by giving the other Party thirty days' written notification. In the event of termination, IOM may pay only for the costs committed up to the date of termination. Any unused fund shall be returned to IOM by the date of termination.
10. Nothing in this MOU affects the privileges and immunities enjoyed by IOM as an inter-governmental organization.



## **Annexes**

Annex 1: Project Activities

Annex 2: Project Budget for PIU New Delhi under EC programme

Annex 3: IOM Project Proposal to MOIA

Annex 4: Financial Conditions

Annex 5 : Annex II of the EC-IOM Project Agreement

## **Signatories**

The undersigned representatives, duly authorized for that purpose, have signed this Cooperation MOU.

DONE in two copies at New Delhi on July 31, 2007 in the English language, each equally authentic.

For the Republic of India	For the International Organization for Migration
Shri Nirmal Singh Secretary, MOIA	Mr. Brunson McKinley Director General