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| IOM office-specific Ref. No.: |  |
| IOM Project Code: |  |

**SERVICE AGREEMENT**

**between the**

**International Organization for Migration**

**and**

**[Service Provider]**

**On**

**[Money transfer/Mobile money transfer]**

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, acting through its Mission in  [country] ,  [Street Address] , represented by  [Name and Title of IOM signatory] (“**IOM**”) and **[ Service Provider]**,  [Street Address] , represented by  [Signatory Representative for Service Provider] ,  [Title/position of signatory]  (“**Service Provider**”). IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. **Introduction and Integral Documents; Definitions**
   1. The Service Provider agrees to provide the financial services outlined in the Services Proposal (Annex A) to  [targeted beneficiary population]  in  [country]  for **[Project title] (the "Project")** in accordance with the terms and conditions of this Agreement and its Annexes, if any.
   2. The following documents form an integral part of this Agreement:

**Annex Description**

1. Services Proposal with Price Schedule
2. IOM Data Protection Principles
3. Performance Security (if applicable)
4. IOM Terms and Conditions for European Union-Funded Service Type Agreements

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

* 1. Definitions

1. *Beneficiary* means the person(s) identified by IOM and listed in a Distribution List as being eligible to receive Cash Benefits under the Project;
2. *Cash Benefits* means the funds allocated by IOM to each Beneficiary under the Project.
3. *Data subject* meansan individual who can be identified directly or indirectly by reference to a specific factor or factors. Such factors may include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics. For the purposes of this Agreement, *Data subjects* are Beneficiaries.
4. *Distribution List* means a list containing the [names] and/or [IOM registration number] of Beneficiaries who will receive Cash Benefits and their corresponding amounts.
5. *Need to know basis* means the case-by-case granting or denying of authorized access to categories of Personal data after careful deliberation.
6. *Personal data* means all information that could be used to identify Data subjects; it is any information relating to an identified or identifiable Data subject that is recorded by electronic means or paper.
7. *Unredeemed Cash Benefits* means any IOM funds standing to the credit of the Service Provider’s bank account on the close of business of the final date in which funds are available during the  [weekly/monthly]  Project cycle.
8. **Services**

2.1 Within the framework of the Project and as described in the Services Proposal (Annex A), the Service Provider agrees to provide [Money transfer services/Mobile money transfer services]   at  [approved locations] to IOM (the “**Services**”) in strict accordance with the following requirements and the attached Annexes.

The provision of Services shall commence on [insert start date] and end on [insert end date].

* + 1. IOM shall transfer funds to the Service Provider, for distribution as Cash Benefits, to the following bank account:

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| --- | --- |
| Account Number: |  |
| Account ID: |  |
| IBAN Number: |  |
| Swift Code |  |
| Bank Name |  |

* + 1. The Service Provider shall distribute the Cash Benefits received from IOM to the Beneficiaries in strict accordance with the written instructions of IOM.
    2. The Service Provider shall ensure that each Beneficiary will receive the amount allocated per Beneficiary as instructed by IOM in writing. The Service Provider guarantees that the Cash Benefits shall be distributed only to Beneficiaries listed in the relevant Distribution List provided by IOM, or to Beneficiaries named by IOM and communicated to the Service Provider in writing.
    3. IOM shall transfer the funds to be distributed to Beneficiaries  [insert number]  days before the scheduled distribution dates indicated in IOM’s written instructions to Service Provider. IOM does not have any obligation to transfer any minimum amount.

[As an alternative, please use the following text, if contracting hawala:]

IOM shall transfer the funds to be distributed to Beneficiaries  [insert number]  days after IOM receives documentation indicating that the cash distribution has been completed. Subject to a reconciliation, IOM shall reimburse only the amount that was transferred to Beneficiaries in accordance with the supporting documents submitted.

* + 1. The Service Provider shall ensure compliance with IOM’s written instructions on the points of distribution, the frequency of distributions and the locations where the Cash Benefits will be distributed or collected.

* + 1. The Service Provider shall inform the Beneficiaries via  [e-mail/SMS text message/phone call]  that the Service Provider has been engaged to distribute the funds allocated to each Beneficiary and that the Cash Benefits are ready to be distributed. The Service Provider shall also provide the Beneficiaries with instructions to retrieve the Cash Benefits, which shall be indicated in such  [e-mail/SMS text message/phone call]. [The Beneficiary shall receive an SMS text message confirming that the money transfer has been completed.]
    2. At the distribution point, the Service Provider shall verify the identity of the Beneficiary through an approved ID card and keep written proof of such verification.
    3. In case of doubt of identity or fraud, the Service Provider must notify IOM immediately, which shall not be later than one day from discovery thereof, and the Service Provider shall not complete any transaction until further notice by IOM.
    4. Upon disbursement of the Cash Benefits, the Service Provider shall obtain the Beneficiary’s signature and record the date of transaction.
    5. Any changes to the value amount of the Cash Benefits, disbursement procedure, recipient list, or other material change in the provision of Services will only be valid if prior authorized by IOM in writing and signed by IOM’s authorized representative.
    6. The Service Provider shall maintain a hotline or email address [or other form of assistance mechanism] to Beneficiaries to provide support for questions on the process of collection of the Cash Benefits through  [Money transfer/Mobile money transfer] . The Service Provider shall include this  [phone number/other information] with the instructions for receipt of the Cash Benefits as indicated in Article 2.1.6.
    7. The Service Provider shall provide IOM with  [weekly/monthly] distribution progress reports, detailing the following information for the relevant period:

1. Amounts of Cash Benefits distributed to Beneficiaries, the dates and places where the Cash Benefits were collected and amounts not collected by the Beneficiaries;
2. The overall status of IOM’s account and service requests;
3. A report of the [SMS text/email/phone call] sent to and received from each Beneficiary; and
4. a record showing receipt by Beneficiaries of the Cash Benefits which shall include a Beneficiary list with signature as required under Article 2.1.9.
   * 1. IOM may instruct the Service Provider in writing to redistribute any Unredeemed Cash Benefits to other Beneficiaries. The Service Provider shall return any Unredeemed Cash Benefits within [insert number] ([insert number in words]) days from the completion by the Parties of reconciliation and approval by IOM of the relevant distribution progress report required under Article 2.1.12, to the following IOM bank account:

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| --- | --- |
| Account Number: |  |
| Account ID: |  |
| IBAN Number: |  |
| Bank Name |  |

* + 1. The Service Provider shall ensure that sufficient internal controls to deter fraud or risk of fraud related to the provision of Services are in place for the duration of the Agreement. Upon request by IOM, the Service Provider shall submit a safety and security plan showing its distribution mechanisms and, if required by IOM, demonstrate the security protocols in place to ensure safe receipt by the Beneficiaries of the Cash Benefits.
    2. The Service Provider guarantees the security of the funds provided by IOM that are under the control or custody of its officials, employees, agents, servants, subcontractors, branches, networks, banking channels and other representatives.
  1. Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.
  2. If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.
  3. **Data Transfer** 
     1. IOM shall, in accordance with its Data Protection Principles (Annex B) and the provisions of this Agreement, transfer to the Service Provider the following Personal data of its Beneficiaries (hereinafter “the selected Personal data”): *Beneficiary name, IOM registration number [and Beneficiary mobile number]*.
     2. The specified purpose of the data transfer of the selected Personal data is to facilitate the performance of Services as described in this Agreement and its Annexes, including through the following:

1. IOM will provide the Service Provider with the Beneficiary’s name and IOM registration number, and/or code and mobile phone number necessary to distribute the  [Money transfer/Mobile money transfer] , according to the Distribution List to be provided by IOM.
2. In cases where the performance of Services requires the name and identification of the Beneficiary, the Service Provider will request for the Beneficiary’s IOM card and ID that includes his/her name when receiving the Cash Benefits.
   * 1. The method of transfer of the selected Personal data will be the following preferred method: Electronically by email from IOM to the Service Provider through the below format. The Personal data in the sheet will be encrypted, password protected and the password transmitted to the Service Provider through a separate message. IOM shall obtain the consent of each Beneficiary for this data sharing:

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| --- | --- | --- | --- | --- | --- |
| **#** | **IOM Card Number** | **Name (only if necessary)** | **Mobile Phone Number** | **Amount** | **Duration** |
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* + 1. Where the Service Provider requires use of its own form(s) to provide the Services in this Agreement, IOM shall review the form(s) and ensure that the data is provided in a manner consistent with its Data Protection Principles and is provided on a strictly ”Need-to-know” basis.
  1. **Obligations of the Service Provider as a Receiving Party of Personal Data**
     1. The Service Provider understands that IOM is bound by a duty of confidentiality in relation to the Personal data it receives from Data subjects or collects on behalf of IOM. The Service Provider shall take all reasonable and necessary precautions to preserve the confidentiality of the selected Personal data and the anonymity of Data subjects.
     2. The Service Provider shall comply with the IOM Data Protection Principles (Annex B) when it processes the selected Personal data in the performance of this Agreement.
     3. The Service Provider warrants that it shall comply with the data protection safeguards outlined in IOM’s Data Protection Principles (Annex B) and this Agreement and shall perform its obligations under this Agreement in such a way as to ensure that its data protection obligations and the data protection obligations of IOM to the Beneficiaries (Data subjects) are not breached. In particular, the Service Provider undertakes to:

1. Use the selected Personal data it receives from IOM exclusively for the specified purpose mentioned in Article 2.4.2. The Service Provider shall make no other use of the selected Personal data under the Agreement without IOM’s prior written consent;
2. Implement appropriate data security measures to preserve the integrity of the selected Personal data and prevent any corruption, tampering, loss, damage, unauthorized access, or improper disclosure of the same;
3. Maintain strict standards of confidentiality, employ appropriate access control measures and ensure that all transmissions of the selected Personal data are encrypted;
4. Take all reasonable steps to limit the access to the selected Personal data on a strictly applied Need to know basis to its authorized employees and agents;
5. Take all reasonable steps to ensure that all its employees, agents and subcontractors abide by the confidentiality obligations under this Agreement;
6. Prohibit any processing of the selected Personal data which is not in accordance with the terms of this Agreement;
7. Immediately update, rectify and/or delete the selected Personal data upon instruction from IOM;
8. Provide updates to IOM with any changes recorded in the selected Personal data upon request from IOM;
9. Retain the selected Personal data only to the extent, and in such a manner, that is necessary to provide the Services as outlined in this Agreement and its Annexes;
10. At the end of the Services, ensure that all selected Personal data have been transferred to IOM and delete all and any copies of them from the Service Provider’s paper and electronic files. Where local laws or regulations require the Service Provider to maintain these records, the Service Provider shall ensure that the data is anonymized where possible, and/or that the Personal data in the records are password-protected and limited to a strictly Need to know basis.
11. Inform IOM of any current or future internal regulations, national laws or regulations which may impact on the IOM Data Protection Principles.
12. Immediately notify IOM in case any Data subject (Beneficiary) contacts the Service Provider to request access, modification, deletion or any other type of processing of his/her Personal data.
13. Immediately transmit to IOM any request by a third entity, including governmental authority, to share the selected Personal data. The Service Provider shall not comply with any such requests without obtaining written consent from IOM.
14. Immediately notify IOM in writing upon becoming aware of any data breach, and inform IOM if the data breach is likely to result in personal injury or harm to the Data subjects.
15. If transmission of this data is permitted by IOM, the Service Provider shall include a confidentiality notice on each copy reproduced, in whole or in part. The Service Provider shall only disclose data to the extent strictly necessary for the purpose identified in the request for such data.
16. Not further process, disclose, publish or transmit the selected Personal data to any third party, without the prior written permission of IOM.
17. **The Service Fee**
    1. In full consideration of the Services, the service charges (the “**Service Fee**”) shall be in accordance with the Price Schedule attached as **Annex A**.
    2. The Service Fee is the total charge to IOM for the Services.
    3. IOM will transfer the funds to be distributed as Cash Benefits in advance on a  [weekly/monthly/etc.]  basis to the Service Provider. IOM shall notify Service Provider in writing of the amount to be transferred prior to each transfer. IOM does not have any obligation to transfer any minimum amount. The  [weekly/monthly/etc]  amount of the Cash Benefits to be distributed to Beneficiaries may vary.
    4. The Service Fee shall be in the same currency as the Cash Benefits.
    5. The Service Fee will be paid based on the [amount distributed] / [number of transactions] scheduled for the distribution period.
    6. The Service Provider shall issue a [statement of account] to IOM at the end of each distribution period. The statement of account shall include: [amount of funds received from IOM as Cash Benefits, period covered, number of Beneficiaries assisted, amount collected by each Beneficiary, the corresponding Beneficiary IOM registration number, and the applicable Service fee]. IOM shall reconcile the Service Fee against the actual amount disbursed during the relevant distribution period. After reconciliation, Service Provider shall issue either an invoice or a credit note, as necessary.
    7. The Service Provider shall issue an invoice to IOM within 5 (five) working days upon completion of reconciliation for the relevant distribution period. The invoice shall include: amount due after reconciliation, period covered and the applicable Service fee.
    8. Payment of Service Fee shall become due 30 (thirty) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by bank transfer to the following bank account:

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| --- | --- |
| Bank Name: |  |
| Bank Branch: |  |
| Bank Account Name: |  |
| Bank Account Number: |  |
| Swift Code: |  |
| IBAN Number: |  |

* 1. The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
  2. IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.
  3. IOM shall have the right to set off any losses for which the Service Provider is liable, and undistributed funds, and Unredeemed Cash Benefits against any remaining obligation to pay the Service Provider under this Agreement.

1. **Performance Security** 
   1. The Service Provider shall furnish IOM with a performance security (the “Performance Security”), in an amount equivalent to [insert amount] ([insert amount in words]), to be issued by a reputable bank or company, and in a format acceptable to IOM.
   2. The Performance Security shall serve as the guarantee for the Service Provider’s faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Service Provider’s liability to IOM, in the event of breach of this Agreement by the Service Provider. The Performance Security shall be effective until the fulfilment of Service Provider’s obligations, following which it will be discharged by IOM.
2. Warranties
   1. The Service Provider warrants that:
3. It is a company that is financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide the Services fully and satisfactorily in accordance with this Agreement;
4. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
5. In all circumstances it shall act in the best interests of IOM;
6. No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
7. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
8. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
9. It shall take out appropriate insurance coverage, including but not limited to the necessary coverage for the Cash Benefits received from IOM for distribution;
10. The Service Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider 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 Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
11. 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 Service Provider becomes aware of any situation where IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
12. It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement; and,
13. 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 terrorism legislation. If, during the term of this Agreement, the Service Provider 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 Service Provider shall ensure that this requirement is included in all subcontracts.
    1. The Service Provider 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 Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
14. 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;
15. 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;
16. 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;
17. 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;
18. an obstructive practice, defined as (i) deliberately destroying, 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; or,
19. 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.
    1. The Service Provider further warrants that it shall:
20. 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 favours 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;
21. Strongly discourage its employees or other personnel having sexual relationships with IOM Beneficiaries;
22. 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;
23. Ensure that the SEA provisions are included in all subcontracts; and,
24. Adhere to above commitments at all times.
    1. The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 5.1, 5.2 or 5.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.
25. Assignment and Subcontracting
    1. The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
    2. Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider 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 Service Provider remains liable as primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.
26. Delays, Defaults and Force Majeure
    1. Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider’s outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM’s rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service Provider’s obligation to perform further Services in accordance with the Agreement.
    2. In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days’ written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
    3. 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.
    4. 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.
    5. 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 18 (Termination) shall apply.
27. Independent Contractor

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

1. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative 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 Service Provider shall be available for interview.

1. Confidentiality
   1. All information which comes into the Service Provider’s possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any Personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
   2. Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider 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 Service Provider and the amount of the contract/project to the extent as required by IOM’s donors 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.
2. Intellectual Property

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

1. 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: [Name and title/position of IOM contact person]

[IOM’s address]

Email: [IOM’s email address]

**[Full name of the Service Provider]**

Attn: [Name and title/position of the Service Provider‘s contact person]

[Service Provider‘s address]

Email: [Service Provider‘s email address]

1. Dispute Resolution
   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.
   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.
   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.
   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.
2. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM’s prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

1. 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 International Organization for Migration as an intergovernmental organization.

1. Indemnities
   1. The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause.
   2. This indemnity shall survive the expiration or termination of this Agreement.
2. 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.

1. Termination
   1. IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days’ written notice without having to provide any justification.
   2. In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
   3. In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
   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 Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.
2. 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.

1. 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.

1. Final Clauses
   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 18 (Termination).
   2. Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.1 (Service commencement/completion dates) or Article 3.1 (Service Fees) shall be made through an amendment to this Agreement signed by both Parties.
2. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM’s Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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*  [Name of Service Provider] |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: |  | Name: |
| Position: |  | Position: |
| Date: |  | Date: |
| Place: |  | Place: |