

IOM office-specific Ref. No.	
IOM Project Code	

**PARTNERSHIP AGREEMENT**  
**between the**  
**International Organization for Migration**  
**and**  
**Name of the Partner**  
**on**  
**Title of the Project**

This Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, Route des Morillons 17, 1218 Le Grand-Saconnex, Switzerland, represented by Full name, Position (hereinafter referred to as “**IOM**”) and Name of the Partner, Address, represented by Full name, Position (hereinafter referred to as the “**Partner**”). IOM and the Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

## **1. Introduction**

Insert a description of the Project

## **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** – IOM’s Data Protection Principles;
- (d) **Annex D** – Add other applicable annexes

## **3. Scope of the Agreement**

The Partner shall carry out defined activities under the Project as described in the Project Document (Annex A), in accordance with the Project Budget (Annex B). The Partner shall commence the activities on Start date and fully and satisfactorily complete them by End date.

## **4. Responsibilities of IOM**

In accordance with its rules, regulations, directives, policies, and procedures, and subject to funding availability, IOM undertakes to:

4.1 XXXXX

4.2 XXXXX

4.3 XXXXX

## 5. Responsibilities of the Partner

The Partner undertakes to:

- 5.1 Implement all activities as per the agreed timeline outlined in the Project Document (Annex A), including:
- a. XXXXXX
  - b. XXXXXX
  - c. XXXXXX

## 6. Finance

- 6.1 In the framework of the Project, the Partner shall contribute in the amount and form as indicated in the the Project Budget (Annex B).
- 6.2 IOM agrees to cover certain costs in the amount specified herein. For such purpose, IOM will transfer to the Partner an amount to cover the agreed costs under the Project **name of the Project** (the “Project”) from **start date** to **end date** in the maximum amount of USD **amount in numbers** (**amount in letters** US Dollars only) (the “**Contribution**”) in accordance with the Project Budget (Annex B).
- 6.3 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 USD **amount in numbers** (**amount in letters** US Dollars only) shall be due within thirty (30) calendar days after signature of this Agreement and upon IOM’s receipt of the Partner’s payment request.
  - (b) The second instalment in the amount of USD **amount in numbers** (**amount in letters** US Dollars only) shall be due within fifteen (15) calendar days of IOM’s receipt and approval of the interim report as described in Article 7, subject to IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following Project activities:
    - i. XXXXX
    - ii. XXXXX
    - iii. XXXXX
  - (c) The final instalment in the maximum amount of USD **amount in numbers** (**amount in letters** US Dollars only), not exceeding the total eligible expenses reported by the Partner minus the sum of payment instalments already transferred by IOM, shall be due within fifteen (15) calendar days of completion of the Project, subject to IOM’s receipt and

approval of the final report as described in Article 7, IOM's receipt of request for payment and IOM's verification of successful completion of all Project activities.

- (d) 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 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 Partner justifies with a project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.

6.4 Any excess funds received by the Partner under this Agreement which are reported in the final financial report by the Partner as not utilized for project implementation purposes shall be returned to IOM no later than the date of submission of the final report.

6.5 All payables under this Agreement are due in USD.

6.6 Payment shall be made by bank transfer in US dollars (USD) to the following bank account:

Bank Name:	XXXXX
Bank Branch:	XXXXX
Bank Account Name:	XXXXX
Bank Account Number:	XXXXX
Swift Code:	XXXXX
IBAN Number:	XXXXX

6.7 The 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 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 Partner shall be available for interviews.

6.8 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.

6.9 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Contribution until the Partner has completed to the satisfaction of IOM the activities to which those payments relate, or when IOM reasonably suspects that the Partner is in breach of any of the provisions in Articles 8.1, 8.2, or 8.3 of this Agreement, or pending a compliance review by IOM.

## 7. Reporting

### 7.1 Financial Report

- 7.1.1 A certified interim financial report shall be submitted to IOM no later than **due date**. The interim financial report shall present how the contribution from IOM and the Partner have been used from the start date of the Project to **date**.
- 7.1.2 A certified final financial report shall be submitted to IOM no later than **due date**. The final financial report shall present how the Contribution from IOM has been used for the whole Project duration, as well as the Partner's contribution.
- 7.1.3 All expenses included in the interim or final financial reports by the Partner must meet the following minimum criteria:
  - (a) They are incurred in accordance with the provisions of this agreement; and
  - (b) They are necessary for carrying out the activities as described in the Project Document; and
  - (c) They are foreseen in the Project Budget; and
  - (d) They are incurred during the implementation period of this Agreement; and
  - (e) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
  - (f) They are identifiable, verifiable and recorded in the 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 Partner.

### 7.2 Narrative Report

- 7.2.1 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.
  - 7.2.2 A final narrative report shall be submitted to IOM no later than **due date** and shall summarize the Partner's activities for the Project and state to what extent the objectives of the Project have been achieved in alignment with the Monitoring and Evaluation Framework (including the Results Matrix) , project expenditure, lessons learnt, successes and failures and any risk factors and how they were handled.
- 7.3 The 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 Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

## 8. Warranties

8.1 The Partner represents and warrants that:

- (a) it is a company incorporated under the laws of legal jurisdiction of the Partner;
- (b) it has the right to enter into this Agreement, it has the authority and capacity to perform all its obligations hereunder, and all of its obligations hereunder are enforceable against it; and
- (c) the persons signing on behalf of the Partner has, on the date of the signature of this Agreement, full powers and all the authorizations required to sign this Agreement, as well as to perform all the obligations undertaken by and deriving from this Agreement.

8.2 Each Party represents and warrants to the other Party that it has not, and undertakes to the other Party that it shall not, infringe any third party intellectual property rights in performing any activities pursuant to this Agreement.

8.3 The Partner undertakes to IOM during this Agreement that:

- (a) it shall carry out all its activities in connection with this Agreement in compliance with any rules, regulations and laws applicable to it;
- (b) it shall inform IOM in writing promptly upon becoming aware of any event which breaches any undertaking set out herein.

8.4 The Partner represents and warrants, and further undertakes, that:

- (a) neither the Partner nor any of its affiliates tolerates, or shall tolerate, any form of forced or compulsory or child labour, or is engaged in, or shall engage in, any practice inconsistent with human rights, including the rights set forth in the Convention on the Rights of the Child;
- (b) neither the Partner nor any of its affiliates is engaged in, or shall engage in, the sale or manufacture of weapons, antipersonnel mines or cluster bombs or their components;
- (c) neither the Partner nor any of its affiliates is engaged in, or shall engage in, either directly or indirectly, in terrorism, or the finance or support of terrorism or the provision of goods or services to suppliers engaged in such activities as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation;
- (d) 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 Partner shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
  - i. 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 selection process or in contract execution;

- ii. 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;
  - iii. 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;
  - iv. 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;
  - v. 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;
  - vi. 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
- (e) The Partner warrants that it shall:
- 1. 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:
    - i. 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.
    - ii. 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.
  - 2. Report timely any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (c) neither the Partner nor any of its affiliates operates, or shall operate in violation of United Nations Security Council sanctions;

- (d) no officials of IOM have received or shall be offered by the Partner or any of its affiliates any direct or indirect benefit arising from this Agreement or its execution; and
- (e) 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 Partner becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.

8.5 IOM represents that:

- (a) IOM is firmly committed to the IOM Standards of Conduct and has a zero-tolerance towards irregular practices, wrongdoing and misconduct, including but not limited to financial malpractice, impropriety or fraud, failure to comply with rules, regulations or policies, criminal activity, professional malpractice, improper conduct or unethical behaviour, conflict of interest without disclosure, waste of resources, abuse of authority, corruption and mismanagement, whether perpetrated by IOM staff, executing agencies, contractors or consultants. The Parties agree that it is important to take all necessary and reasonable precautions to avoid any irregular practices, wrongdoing or misconduct. IOM takes all allegations of irregular practices, wrongdoing and misconduct seriously and shall conduct an investigation, if in IOM's sole discretion, the allegation is deemed credible and merits an investigation. All investigations shall be carried out in accordance with the IOM regulations, rules, directives, policies and procedures.
- (b) IOM has a zero-tolerance towards sexual exploitation and abuse. IOM takes all reasonable steps to prevent the sexual exploitation and abuse of any person linked to the delivery of the activities under this Agreement. Subject to the IOM regulations, rules, directives, policies, and procedures governing its operations, IOM shall without undue delay report any credible allegations or actual incidents of sexual exploitation and abuse related to this Agreement to the Secretary-General of the United Nations through the Secretary-General's reporting mechanism on Sexual Exploitation and Abuse at <https://www.un.org/preventing-sexual-exploitation-and-abuse/content/data-allegations-un-system-wide>. Such reporting on sexual exploitation and abuse shall be without prejudice to the privileges and immunities of IOM.
- (c) Consistent with applicable United Nations Security Council resolutions, IOM is firmly committed to the international fight against terrorism, and in particular, financing terrorism. IOM undertakes to use reasonable efforts to ensure that no resources provided to IOM under this Agreement, if any, are made available or used to provide support to individuals or entities associated with terrorism which are named on the United Nations Security Council Consolidated Sanctions List, as may be amended.

**9. Assignment/Subcontracting**

- 9.1 The 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 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 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 Partner remains bound and liable under this Agreement and it shall be directly responsible to 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. Procurement**

- 10.1 When awarding contracts, the Partner shall award the contract to the bidder offering best value for money (i.e., the bidder offering the best price-quality ratio). The Partner shall evaluate the offers received against objective criteria which enable measuring the quality of the offers and which take into account the price and the aim of contracting the bidder offering the best value for money based on required technical specifications.
- 10.2 The Partner is responsible for procurement of goods, services and works for the activities under this Agreement, in compliance with the procurement rules set out in this Article.
- 10.3 The Partner shall ensure that its procurement procedures are no less rigorous than those outlined in this Article 10 and are in conformity with the following minimum rules:
- (a) The Partner shall prepare detailed specifications of the goods, services and works required for Project activities;
  - (b) Tenders for goods, works and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate description of the proposed terms and conditions of the contract and the goods, services or works to be procured;
  - (c) The Partner shall implement reasonable measures to ensure that potential vendors shall be excluded from participation in a procurement or award procedure, if:
    - i. they are subject to the UN Sanctions List or in violation of any other applicable anti-terrorism legislation; or
    - ii. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 10.4 The Partner shall maintain auditable records documenting in detail the tendering, contracting, receipt and use of goods, services and works procured under this Agreement.

10.5 IOM may conduct spot-checks of any procurement case file under this Agreement at any time and request to see documentation verifying that the procurement procedures of the Partner correspond to the standards set out in this Article.

10.6 In the event of failure to comply with the provisions of this Article, the relevant costs may be declared ineligible.

## **11. Delays, Defaults and Force Majeure**

11.1 If, for any reason, the Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document, 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.

11.2 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 Partner 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.

## **12. Independent Contractor**

This Agreement shall not be deemed to create any joint venture, joint liability partnership, association, or company of any sort between the Parties, nor shall any Party be deemed an agent of the other. The Parties shall be independent of each other and the relationship between them shall be that of two independent contractors.

## **13. Confidentiality**

13.1 All information which comes into the Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Partner shall not communicate such information to any third party without the prior written approval of IOM. The Partner shall comply with IOM Data Protection Principles (Annex C) 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.

- 13.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the 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 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.
- 13.3 IOM in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:
- IOM: XM-DAC-47066

#### **14. Intellectual Property**

- 14.1 Each party will hold and retain all right, title and interest in, and ownership of, its intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of all its pre-existing data and products, and materials, as well as all such intellectual property independently developed. No license or other rights to such intellectual property or other proprietary rights are granted or implied hereby.
- 14.2 Notwithstanding Article 14.1, the Partner hereby provides a license for IOM to use any Partner's intellectual property as needed for and during the implementation of the Project. Furthermore, the Partner warrants that it has all rights to allow IOM to use, to the extent needed under the terms of this Agreement and for the implementation of the Project, any other third-party intellectual property provided in the course of this Agreement.
- 14.3 All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from this Agreement (the "Intellectual Property") shall be vested in the creating party, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof. In the event that the Intellectual Property in question cannot be attributed to a single originating Party ("Jointly Developed IP"), each Party shall be entitled to a perpetual, worldwide, non-exclusive, royalty-free, non-transferable license to use the Jointly Developed IP for non-commercial purposes.
- 14.4 Notwithstanding Article 14.3, should the Partner wish to publish, distribute, or adapt any data, materials or other creations under the Agreement related to the Project or IOM, it shall obtain prior written approval from IOM.
- 14.5 The Parties acknowledge that particular products or material related to or developed under the Project may be disseminated as deemed necessary by IOM under the Project. The Parties' contributions to any such products or materials shall be duly acknowledged.

#### **15. 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: XXXX

XXXX

Email: XXXXX

XXXX

Attn: XXXXX

XXXXX

E-mail: XXXXX

**16. Dispute Resolution**

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.

**17. Visibility and Use of IOM Name, Abbreviation and Emblem**

- 17.1 The name, abbreviation and emblem of IOM may only be used by the Partner in connection with the Project and with the prior written approval of IOM. The Partner must acknowledge the contribution of IOM and the Donor to the Project in any public statement or publication connected with the Project, and the content of such public statement or publication shall be approved by IOM in writing in advance. IOM, based on the requirements of the Donor, will verify

that the content/publications complies with such requirements. In no event shall any authorisation by IOM to use the IOM name or emblem extend to use for commercial purposes or in any manner that suggests an endorsement, preference for or promotion of the Partner or Partner's products, services or activities by IOM.

- 17.2 The Partner 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)).
- 17.3 The Partner is familiar with the ideals and mandate of IOM and recognizes that IOM, and the IOM name, abbreviation and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of IOM.
- 17.4 The Partner shall not represent to any third party or to the general public, or use for any purpose, any expression such as "selected", "approved", "warranted" or "preferred" by IOM or any similar endorsement.
- 17.5 In no event shall the Partner express or imply that IOM has any financial or business interest in the business of the Partner.
- 17.6 The 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 Partner's activities in connection with the use of IOM's name, abbreviation and emblem under this Agreement. IOM shall promptly notify the Partner of any written claim, loss, or demand for which the Partner is responsible in connection with the use of IOM's name, abbreviation and emblem under this Agreement.

## **18. 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.

## **19. Indemnity**

- 19.1 The 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 Partner of any written claim, loss, or demand for which the Partner is responsible under this clause.
- 19.2 This indemnity shall survive the expiration or termination of this Agreement.

## **20. 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.

## **21. Termination**

- 21.1 This Agreement may be terminated by X (XXX) months written notice to the other Party or suspended by IOM. However, where the Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.
- 21.2 In the event of termination, the Partner shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner. 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.
- 21.3 Upon any such termination, the Partner shall waive any claims for damages including loss of anticipated profits on account thereof.
- 21.4 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 Partner in writing when the suspension is lifted and may modify the completion date. The Partner shall not be entitled to claim or receive any Contribution or costs incurred during the period of suspension of this Agreement.

## **22. 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.

## **23. Entire Agreement**

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.

## **24. Final Clauses**

- 24.1 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 21.
- 24.2 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*

*For and on behalf of*

The International  
Organization for  
Migration

Signature

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Name:  
Position:  
Date:  
Place:

Name of the Partner

Signature

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Name:  
Position:  
Date:  
Place:

**Annex A**  
**Project Document**

<p><b>Annex B</b> <b>Project Budget</b></p>
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<p style="text-align: center;"><b>Annex C</b> <b>IOM Data Protection Principles</b></p>
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**1:      LAWFUL AND FAIR COLLECTION**

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

**2:      SPECIFIED AND LEGITIMATE PURPOSE**

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

**3:      DATA QUALITY**

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

**4:      CONSENT**

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

**5:      TRANSFER TO THIRD PARTIES**

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

**6:      CONFIDENTIALITY**

Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

**7:      ACCESS AND TRANSPARENCY**

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

**8:      DATA SECURITY**

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

**9:      RETENTION OF PERSONAL DATA**

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

**10:     APPLICATION OF THE PRINCIPLES**

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending *inter alia* on the sensitivity of the personal data. These principles shall not apply to non-personal data.

#### **11: OWNERSHIP OF PERSONAL DATA**

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

#### **12: OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES**

An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

#### **13: EXCEPTIONS**

Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

### **GLOSSARY**

**Anonymous data** means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

**Consent** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Child** means any person under the age of 18 years.

**Data controller** means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

**Data processing** means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

**Data protection** means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

**Data protection focal point** means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

**Data subject** means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

**Electronic record** means any electronic data filing system that records personal data.

***Inter alia*** (Latin) means “amongst other things.”

**IOM** means the International Organization for Migration.

**IOM beneficiary** means any person that receives assistance or benefits from an IOM project.

**IOM headquarters** means IOM offices in Geneva, Switzerland.

**IOM staff** means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

**IOM unit/department** means the structure at IOM headquarters responsible for IOM activity areas.

**Knowledge** means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

**Personal data** means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

**Third party** means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

**Vulnerable groups** means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

**Vulnerable individual** means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.

**Annex D**  
**XXXXX**