

IOM Mission- Armenia

IOM Call for Expression of Interest ID#: CEI 01/2021

## ANNEX F SAMPLE PROJECT IMPLEMENTATION AGREEMENT

**PROJECT IMPLEMENTATION AGREEMENT**  
**between the**  
**International Organization for Migration**  
**and**  
**[Name of the Other Party]**  
**on**  
**[Subject of Agreement]**

This Project Implementation Agreement is entered into by the **International Organization for Migration**, an organization part of the United Nations system, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO] (hereinafter referred to as “**IOM**”) and [Name of the Other Party], [Address], represented by [Name, Title of the representative of the Other Party] (hereinafter referred to as the “**Implementing Partner**”). IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

### 1. Introduction

Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page) including information on the funding Donor as relevant.]

### 2. Integral Documents

The following documents form an integral part of this Agreement:

- (a) **Annex A** – Project Document;
- (b) **Annex B** – Project Budget; and
- (c) **Annex C** – IOM’s Data Protection Principles.

### 3. Scope of the Agreement

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

### 4. Responsibilities of IOM

As specified in more detail in the Project Document, IOM undertakes to:

- 4.1...[List all the responsibilities of IOM under this Project]
- 4.2...
- 4.3...

### 5. Responsibilities of the Implementing Partner

As specified in more detail in the Project Document, the Implementing Partner undertakes to:

- 5.1 [List all the activities of the Implementing Party under this Project]
- 5.2 ...
- 5.3 ...

## 6. Finance

- 6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the project] (the “**Project**”) from [start date of project] to [end date of project] in the maximum amount of [currency code] XXX (Write amount in words) (the “**Contribution**”) in accordance with the Project Budget (Annex B).
- 6.2 Subject to receipt of the funds by IOM from the funding Donor of the Project, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:
  - (a) The first instalment in the amount of [currency code] [XXX] (amount in words) shall be due within fifteen (15) calendar days after signature of this Agreement and upon IOM’s receipt of the Implementing Partner’s payment request.
  - (b) The second instalment of in the amount of [currency code] [XXX] (amount in words) 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) [list deliverables tied to this payment]
    - (ii) ...
    - (iii) ...
  - (c) The final instalment in the maximum amount of [Currency code] XXX (Amount in words), not exceeding the total eligible expenses reported by the Implementing 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 Implementing Partner as funds utilized for the purposes of the project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalments, unless the Implementing Partner justifies with a project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.

- 6.3 Any excess funds received by the Implementing Partner under this agreement which are reported in the final financial report by the Implementing Partner as not utilized for project implementation purposes shall be returned to IOM no later than the date of submission of the final report.
- 6.4 All payables under this agreement are due in [currency code]. *[In case the payment is requested by the partner in local currency and that is different from the currency of the budget, please add the following wording:]* IOM will convert the [contract currency] payable to [local currency] using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) applicable on the date when IOM initiates the payment.
- 6.5 Payment shall be made by bank transfer in [Name of currency] (Currency code) to the following bank account:
- Bank Name:  
Bank Branch:  
Bank Account Name:  
Bank Account Number:  
Swift Code:  
IBAN Number:
- 6.6 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM's designated representative or the competent bodies of the funding Donor(s) of the Project at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit or reproduction. On request, employees of the Implementing Partner shall be available for interviews.
- 6.7 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.
- 6.8 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 Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate, or when IOM reasonably suspects that the Implementing Partner is in breach of any of the provisions in 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 [Date (A)]. The interim financial report shall present how the contribution from IOM has been used from the start date of the project to [Date].

*ALTERNATIVE CLAUSE in case project duration exceeds 12 months or, due to donor reporting requirements, more than one interim report is required:*

7.1.1. Certified interim financial reports shall be submitted to IOM within 30 days from the below listed reporting date. The interim financial reports shall present how the contribution from IOM has been used from the start date of the project up to the reporting date.

| Interim Report                 | Reporting Due Date    | Reporting Period |
|--------------------------------|-----------------------|------------------|
| 1 <sup>st</sup> Interim Report | e.g. 30 June 201X     |                  |
| 2 <sup>nd</sup> Interim Report | e.g. 31 December 201X |                  |
| 3 <sup>rd</sup> Interim Report | e.g. 30 June 201Y     |                  |

7.1.2 A certified final financial report shall be submitted to IOM no later than [Date (B)] and shall cover the whole project duration.

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

- (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 Implementing Partner's accounts in accordance with the accounting practices of the Partner and backed by supporting documents.

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

## 7.2 Narrative Report

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 The final narrative report shall be submitted to IOM no later than [Date (B)] and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.

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

## **8. Warranties**

### **8.1 The Implementing Partner warrants that:**

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

- 8.2 The Implementing Partner warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Implementing Partner shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
  - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
  - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
  - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
  - (e) an obstructive practice, defined as (i) deliberately 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;
  - (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.
- 8.3 The Implementing Partner further warrants that it shall:
- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
    - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions;
    - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel;
  - (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries;

- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;
  - (d) Ensure that the SEA provisions are included in all subcontracts;
  - (e) Adhere to above commitments at all times;
- 8.4 The Implementing Partner expressly acknowledges and agrees that breach by the Implementing Partner, or by any of the Implementing Partner's employees, contractors, subcontractors or agents, of any provision contained in Articles 8.1, 8.2 or 8.3 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 Implementing Partner all losses suffered by IOM in connection with such breach.

## **9. Assignment/Subcontracting**

- 9.1 The Implementing Partner 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 Partner without approval in writing by IOM may be cause for termination of the Agreement.
- 9.2 Notwithstanding such written approval from IOM, the Implementing Partner 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 Implementing Partner shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Implementing Partner remains 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.

## **10. Procurement Rules**

- 10.1 When awarding contracts, the Implementing Partner shall award the contract to the bidder offering best value for money (i.e., the bidder offering the best price-quality ratio). The Implementing 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 Implementing 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 Implementing 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 Implementing 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 Implementing 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 Implementing 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 at any time and request to see documentation verifying that the procurement procedures of the Implementing 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 Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document, 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.
- 11.3 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.

- 11.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing 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 21 (Termination) shall apply.

## **12. Independent Contractor**

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

## **13. Confidentiality**

- 13.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles (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 Implementing Partner and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Implementing Partner and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.
- 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 Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:
- IOM: XM-DAC-47066
  - Implementing Partner:

## **14. Intellectual Property**

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

## **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: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Implementing Partner]**

Attn: [Name and title/position of the Implementing Partner's contact person]

[Implementing Partner's address]

Email: [Implementing Partner's email address]

## **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. Use of IOM Name, Abbreviation and Emblem**

The name, abbreviation and emblem of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM to the Project in any 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.

The Implementing 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)).

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

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 IOM shall be entitled to terminate or suspend this Agreement by giving [X (number in words) month's] written notice to the other Party. Notwithstanding the foregoing, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

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

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

## **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.

## 25. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's implementing partners 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

Signature

*For and on behalf of*  
[Name of Implementing Partner]

Signature

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Name:  
Position:  
Date:  
Place:

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Name:  
Position:  
Date:  
Place:

|   |
|---|
| <p style="text-align: center;"><b>Annex A</b><br/><b>Project Document</b></p> |
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[Attach Annex A Project Document and label accordingly]

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| <p><b>Annex B</b><br/><b>Project Budget</b></p> |
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[Attach Annex B Project Budget and label accordingly]

## **Annex C**

### **IOM Data Protection Principles**

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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.

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#### **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).

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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#### **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.

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### 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.

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#### 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.

[Attach all other Annexes and label accordingly]

