

IOM MISSION – LIBYA

CALL FOR EXPRESSION OF INTEREST

1 **Timeline**

Call for Expression of interest ID #	LY21-306
Posted (date)	19 November 2021
Clarification Request Deadline	17 December 2021
Application Deadline	23 December 2021
Notification of Results	31 January 2022
Implementation Start Date	01 March 2022
Implementation End Date	28 February 2023

2 **Locations**

All cities in Libya.

3 **Sector(s) and area(s) of specialization**

Interested Organizations regardless of any specific sector(s) and area(s) may submit their interest to this call.

4 **Issuing Agency**

IOM Libya Office in Tripoli and Tunis.

5 **Expected Results**

Organizations expressing their interest will be invited to complete due diligence requirements for pre-qualification.

6 **Indicative Budget**

Not Required at this stage of the process.

7 **Other Information**

IOM Libya Office is going to evaluate the Organizations capacity and complete due diligence to have list of pre-qualified organizations in order to share project specific budget requests when IOM Programs are in need. As a result of this CEI process, Organizations will be categorized based on their capacities, area of works, locations, access in Libya and experience where it will be a reference to IOM Libya's future implementation requests.

This EOI is not project specific but more generic. Interested Organizations are required to share also generic information rather than any project they may have ready to propose.

8 **Attachments**

Description	URL
ANNEX A - Implementing Partner References Checklist	part of this EOI
ANNEX B - Implementing Partners General Information Questionnaire	part of this EOI
Financial Reporting Template	Part of this EOI.
Implementation Agreement Template	Part of this EOI.

12 **For more information on this partnership opportunity, and to apply, please visit**

<https://libya.iom.int/tenders>

<https://libyantenders.ly/>

The organizations responding to this call need to demonstrate their capacity to implement activities as a single package.

IOM reserves the right to decline disclosure of the specificity of decision derived by the IOM mission due to reasons related to confidentiality.

IOM reserves the right to accept or reject any Expression of Interest, and to annul the selection process and reject all Expression of Interest at any time, without thereby incurring any liability to the affected Implementing Partners.

For more information, please contact in writing **IOM Libya Procurement Unit**, sending email to iomlibyaproposal@iom.int

Expression of Interest submission guidelines

This document contains instructions on the preparation and submission of the Application including Annex A: IP Information.

1. The Application must be submitted electronically to iomlibyaproposal@iom.int mentioning the Ref# LY21-306 in the email subject, no later than **23 December 2021**. Late Application will no longer be considered.
2. A detailed description must be provided on how the requirements specified in the Call for Expression of Interest (CEI) issued by IOM will be matched by the capabilities, experience, knowledge and expertise of the Implementing Partners
3. The interest must be submitted electronically to above mentioned email address with email subject “ LY21-306 ‘IP Name’”.
4. The interest must be submitted in the English language and in the format prescribed by IOM within the CEI. All required information must be provided, responding clearly and concisely to all the points set out. Any application which does not fully and comprehensively address this CEI requirements may be rejected.
5. The Application document should comprise of the following:
 - a. Cover Letter;
 - b. Duly accomplished application documentation as outlined within the CEI signed on all pages by the Implementing Partner’s Authorized Representative; and
 - c. Any other relevant documents
6. Applications may be modified or withdrawn in writing, prior to the closing time specified in this Request for EoI. Applications shall not be modified or withdrawn after the deadline.
7. The Implementing partner shall bear all costs associated with the preparation and submission of the Application and IOM will not in any case be responsible and liable for the costs incurred.
8. IOM at no occasion will ask an application fee from Implementing Partners.
9. All information given in writing to or verbally shared with the Implementing Partners in connection with this CEI is to be treated as strictly confidential. The Implementing Partner shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the selection process has been completed whether or not the Implementing Partner application is successful.
10. IOM will treat all information (or that marked proprietary/sensitive/financial) received from Implementing Partners as confidential and any personal data in accordance with its Data Protection Principles.
11. The Implementing Partner by submitting an application gives consent to IOM to share information with those who need to know for the purposes of evaluating and managing the proposal.
12. IOM reserves the right to accept or reject any Application, and to cancel the process and reject all Applications,

at any time without thereby incurring any liability to the affected Implementing partner or any obligation to inform the affected Implementing partner of the ground for IOM's action.

IMPLEMENTING PARTNER REFERENCES CHECKLIST

The below information is requested to be include in the response to the CEI issued by IOM:

TABLE 1 – MAIN IMPLEMENTING PARTNER EXPERIENCE IN LAST THREE YEARS (free format)

- Starting Month/ Year
- Ending Month / Year
- Donor / Lead partner
- Description of projects
- Contract Amount

Remarks (Provide documentary evidence)

TABLE 2 – SIMILAR EXPERIENCE IN LAST THREE YEARS (free format)

- Year
- Donor / Lead partner
- Description of projects
- Contract Amount
- Remarks (Provide documentary evidence (*))

TABLE 3 – LIST OF KEY STAFF MEMBERS (free format)

- Name
- Designation Qualification
- No. of Years of Experience

Provide an organizational chart and detailed CVs for key management and personnel in the Organization

TABLE 4 – ANY OTHER INFORMATION (free format)

In addition to the required information, Implementing Partners may provide any other related documents

Implementing Partners General Information Questionnaire

Call for Interest ID number:	LY21-306
Full name of the Organization and abbreviation:	
Address and e-mail of contact person:	
Date of completion:	
Existing partnership with IOM?	
If yes, when did the cooperation with start?	

A. BACKGROUND AND GOVERNANCE

Is your organization legally registered in the country(ies) of implementation? If yes, please provide registration number/proof. If not, please explain.	
What is the status of the organization (e.g. IO/iNGO, NGO, etc)?	
Does the organization produce an annual audited financial statement that is publicly available? If not please explain.	
Does the organization`s management or ownership have any affiliation to IOM that would result in a conflict of interest?	
Who has influence over the organization?	
When was the Organization founded?	
When was the Organization last assessed by IOM or another UN entity?	
Date of last external evaluation and the name of the evaluator. Can the evaluation be shared with IOM?	

B. ORGANIZATIONAL STRUCTURE

Is an updated organizational structure/chart and the CVs of key personnel attached to the application?	
Where does the organization work in the country and what is its in-country structure and field presence?	
How many staff members work in the country office/programme?	
Are the all the main operational functions adequately staffed and resourced (finance, logistics, implementation, M&E)?	
Does the organization have personnel guidelines?	
Does the organization have personnel security procedures?	

C. EXTERNAL ENGAGEMENT AND INFLUENCE

Networks and coordination

Is the organization involved in networking with other Civil Society Organizations, humanitarian organizations or networks? If yes, please provide details.	
Does the organization coordinate its work with other Civil Society Organizations (local, national, international)? If yes, please provide details.	
How does the organization interact with beneficiaries and communities?	
Does the organization coordinate with the government/authorities?	
Does the organization engage in public or political processes (i.e. national and local government policy or budget discussions / decisions)	
Information and advocacy	
Does the organization produce information materials regularly? If yes, please describe.	
Does the organization hold public events for fundraising or other purposes? If yes, please describe.	
Does the organization work through the media?	
Does the organization use advocacy as a foundation of its work? If yes, please describe.	
Does the organization perform any lobbying activities? If yes, please describe.	
C. PROGRAMMATIC CAPACITY	
Does the organization have a stated mission and vision? Please provide the link if publicly available.	
What are the target group(s)/ beneficiaries of the organization?	
What is the geographical focus of the organization?	
What is the programmatic focus of the organization?	
Does the organization have a documented risk register and a risk management process?	
Does the organization:	
Uphold and abide by the humanitarian principles?	
Support the provision of impartial assistance solely based on needs?	
Operate independently without the imposition of a political agenda?	
Uphold a do-no-harm approach?	
Have a long-term plan/strategy in place?	
Have a framework for Accountability to Affected Populations?	
Have a Code of Conduct or other ethics policy?	
Have policies and procedures to prevent sexual exploitation and abuse?	
D. FINANCIAL CAPACITY	

What donors are currently supporting the organization's programmatic activities?	
What is the current overall budget for the organization's activities?	
Has the organization faced any liquidity or solvency related challenges during the past three years? If yes, how was it resolved?	
Accounting system	
Does the organization have detailed policies documenting its accounting standards, rules and procedures?	
Which accounting standards the organization follows (IPSAS; IFRS, national)?	
Which accounting software does the organization use and is it integrated with other functions (e.g. HR, procurement, etc.)?	
What is the document retention policy in relation to accounting and supporting documents? How does the organization ensure a safety of archives from theft, fire, flooding etc.? Were there any challenges faced in this respect during the last three years?	
Are all costs booked in the organizations accounts in a timely manner?	
Can the organization provide periodic financial reports at the project level?	
Financial control	
Does the organization have its own bank account registered in its own name?	
Does the organization have established internal audit functions?	
Is there a regular requirement for external audit on the companies accounts and if yes, is it carried out in a timely manner?	
Does the organization comply with the audit recommendations received?	
What are the main characteristics of the internal control system in place? Were there any challenges faced in this respect during the last three years?	
How does the organization ensure sufficient segregation of duties?	
Is there a system in place to avoid double reporting of expenses to donors? Des the organization have a project accounting solution in place to facilitate related controls?	
Cost effectiveness	
Is the organization cost conscious? What principles are followed to minimize costs?	
Are quotations or invoices collected before purchases are made?	

E. PROCUREMENT AND SUPPLY CHAIN CAPACITY	
Describe the logistical setup of the organization.	
Does the organization have and follow counterterrorism policies requiring systematically vetting partners and suppliers against recognized lists of terrorists?	
Procurement	
Does the organization have clear procurement regulations? If yes, please share a copy.	
Was the organization's procurement policy reviewed and accepted by other organizations and/or donors?	
Does the organization have a clear policy for segregation of duties and delegation of authority in the procurement process?	
Does the organization have (and use) a procurement plan?	
Does the organization uses ERP system to post procurement transactions?	
Asset and warehouse management	
Does the organization have an asset database?	
Does the organization have established protocols for handing over, write-off, sales and disposals of assets?	
Does the organization have procedures for managing stocks and warehouses?	

I, the undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

Name/ Signature/ Date

Organization's Logo

PROJECT TITLE
INTERIM / FINAL FINANCIAL REPORT
for the period from [date] to [date]

Category	Budget Line Item	BUDGET				Cumulative EXPENDITURES In EUR	Available Balance In EUR
		Unit	No. of Units	%	Unit Cost In EUR		
1.00	STAFF COSTS						
1.10		Month		100%		-	-
1.20		Month		100%		-	-
1.30		Month		100%		-	-
1.40		Month		100%		-	-
1.50		Month		100%		-	-
1.60		Month		100%		-	-
	<i>Total Staff Costs:</i>					-	-
2.00	OFFICE COSTS						
2.10	Hall rental for women salon session	Each	6	100%	-	-	-
2.20		Month		100%		-	-
2.30		Month		100%		-	-
2.40		Month		100%		-	-
2.50		Month		100%		-	-
	<i>Total Office Costs</i>					-	-
3.00	OPERATIONAL COSTS						
3.10		Month		100%		-	-
3.20		Lump sum		100%		-	-
3.30		Lump sum		100%		-	-
	<i>Total Operational Costs</i>					-	-
GRAND TOTAL (1.0 + 2.0 + 3.0)						-	-

I certify that the financial report and relevant annexes are correctly stated in accordance with the terms and conditions of the agreement.

[Organization's Logo / Stamp]

Authorized signatory's name
Authorized signatory's title
[Place, day/month/year]

Organization's Logo

PROJECT TITLE
Detailed List of Expenses
for the period from [date] to [date]

No.	Reference	Date	Description	Vendor	Category	LYD	USD	EUR
1							-	-
2							-	-
3							-	-
4							-	-
5							-	-
6							-	-
7							-	-
8							-	-
33							-	-
34							-	-
35							-	-
36							-	-
37							-	-
38							-	-
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91							-	-
92							-	-
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95							-	-
96							-	-
97							-	-
98							-	-
99							-	-
100							-	-
			Total				-	-

IOM office-specific Ref. No.	
IOM Project Code	

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, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.] (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

This Agreement concerns project activities to be implemented by the Implementing Partner under the Project entitled “...” (hereinafter “the **Project**”) financed under the European Union (the “**Donor**”) [...] (specify type of applicable EU contract, e.g., PA Grant or Delegation Agreement; or Contribution Agreement; or ECHO Agreement) No. [insert here reference to the EU agreement] (hereinafter the “**EU Agreement**”).

Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page).

2. Integral Documents

2.1 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.

3. Scope of the Agreement

3.1 This Agreement outlines the roles and responsibilities of the Parties in the activities under this Agreement (the “**Activities**”) which form part of the implementation of the Project described in the Project Document (**Annex A** to this Agreement), in accordance with the Budget outlined in **Annex B** to this Agreement. Both Annexes form an integral part hereof.

3.2 The Implementing Partner shall commence the Activities on [date] and fully and satisfactorily complete them by [date].

4. Responsibilities of IOM

IOM undertakes to:

- (a)
- (b)
- (c)

5. Responsibilities of [Name of the Other Party]

The Implementing Partner undertakes to implement the following Activities:

- (a) [List all the activities of the Implementing Party under this Project]
- (b)
- (c)

6. Finance

6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the Activities] (the “**Activities**”) from [start date of Activities] to [end date of Activities] in the maximum amount of [currency code] XXX (write amount in words) (the “**Contribution**”) in accordance with the Budget attached to this Agreement (**Annex B**) and considered an integral part thereof.

6.2 Subject to IOM’s receipt of the related funds from the Donor, 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 become due after signature of this Agreement and upon IOM’s receipt of the Partner’s payment request.
- (b) The second instalment in the amount of [currency code] XXX (amount in words) shall become due after IOM’s receipt and approval of the interim report as described in Article 7 including all certified copies of supporting evidence, IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following activities:
 - i. [list deliverables tied to this payment]
 - ii. [etc.]
- (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 made upon completion of the Activities, subject to IOM’s receipt and approval of the final report as described in Article 7 including all certified copies of supporting evidence, IOM’s receipt of request for payment and IOM’s verification of successful completion of all Activities.
- (d) If at the end of the reporting period covered by an interim report, less than 70% of the last payment (and 100% of previous payments, if any) provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the further instalment shall be reduced by the amount corresponding to

the difference between the 70% of the immediately preceding payment (and 100% of previous payments, if any), and the part of the previous payments which have been reported as utilized, 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.

- (e) All payables under this agreement are due in EUR.

In case the payment is requested to be initiated by the partner in [USD]/[local currency], please replace with the following wording:

All payables under this agreement are due in [USD]/[local currency]. IOM will translate the EUR payable to [payment 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.

- 6.3 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:

- 6.4 The Implementing Partner shall maintain in an accessible manner permitting checks: original financial records, supporting documents, statistical records and all other records relevant to the Activities 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. Such documentation shall include but not be limited to purchase orders, suppliers' invoices, contracts, delivery notes, leases, payment vouchers, bank statements, airline tickets, gasoline coupons, payroll records, employment contracts, attendance lists, expenses claims, petty cash receipts, journal vouchers, procurement files documenting competitive and fair selection, detailed inventory lists, and any other relevant supporting documentation.

- 6.5 The Implementing Partner shall keep and make all records listed in Article 6.4 (including computerised data) available to IOM or IOM's designated representative or the competent bodies of the European Union, upon request, for a period of 7 (seven) years after the completion of the Activities or up to the date until any on-going verification, appeal, litigation or pursuit of claim or investigation has been disposed of, if the latter lasts longer, or as otherwise notified by IOM. To that end, the Implementing Partner shall also, upon request, grant access to sites and premises at which the Activities under this Agreement are carried out. Such information once provided to the competent bodies of the European Union, or any other authorised representatives, will be treated in accordance with EU confidentiality rules and legislation. Upon request, employees of the Implementing Partner shall be available for interview.

- 6.6 Failure to comply with the obligations set forth in Article 6.5 constitutes a breach of a substantial obligation under this Agreement.
- 6.7 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.
- 6.8 Funds related to expenses which are found to be ineligible (see Article 7.1.5) by the Donor or by IOM under this Agreement shall be returned to IOM no later than the date of submission of the final report or within 30 (thirty) days from IOM`s notification to do so.
- 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 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 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 Activities to [date].

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

7.1.1.1 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 Activities up to the reporting date.

Interim Report	Reporting Due Date	Reporting Period
1 st Interim Report	e.g. 30 June 202X	
2 nd Interim Report	e.g. 31 December 202X	
3 rd Interim Report	e.g. 30 June 202X	

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 Financial reports are to be prepared in EUR (Euro). In case expenses are incurred in currencies other than EUR, the equivalent amount in EUR shall be calculated using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) valid during the month when relevant expenditure was incurred.

7.1.4 Expenses included in the interim or final financial reports by the Implementing Partner are eligible direct costs if they 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 Annex A of this Agreement; and
- (c) They are foreseen in the estimated project budget as described in Annex B of this Agreement; and
- (d) They are incurred during the implementation period of this Agreement and have been borne by the Implementing Partner; and
- (e) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
- (f) They are identifiable and verifiable, recorded in the Implementing Partner's accounts in accordance with the accounting practices of the Implementing Partner and backed by supporting documents as specified in Article 6.4.

7.1.5 Expenses are ineligible if:

- (a) They are paid or reimbursed to the Implementing Partner by another Donor or entity;
- (b) They represent contributions in kind;
- (c) They represent indirect costs;
- (d) They merely represent financial transfers between administrative units or locations of the Implementing Partner, for example as payment for services provided by one administrative unit of the Implementing Partner to another;
- (e) They are not reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness;
- (f) They relate to goods or services that are delivered after the end date of the implementation period of this Agreement, irrespective of the timing when they were obligated;
- (g) Bonuses, provisions, reserves or non-remuneration related costs;
- (h) Value added tax ("VAT") unless the Implementing Partner can reasonably demonstrate to IOM that it is unable to recover VAT;
- (i) Full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Activities and ownership is transferred in accordance with Article 24.2 of this Agreement;
- (j) Debt and debt service charges;
- (k) Provision for losses, debts or potential future liabilities;
- (l) Foreign exchange loss;
- (m) They incur during the suspension of the implementation of the Agreement in accordance with Article 21.5 unless otherwise agreed with IOM prior to costs being incurred;
- (n) Fines or levies payable to the authorities;
- (o) Cost of purchase of land or building;
- (p) They are made in contravention of any of the terms of this Agreement;
- (q) They are not supported by the financial reports submitted by the Implementing Partner and by certified copies of supporting evidence;

7.1.6 In the event of failure to comply with Articles 7.1.4 and 7.1.5 or with the provisions of the present Agreement the relevant costs shall not be covered by IOM. As part of the financial report verification and approval process, IOM shall 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 Activities 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 Activities and state to what extent the objectives of the Activities have been achieved.

7.3 The Implementing Partner shall give IOM all information on the Activities and on the use of the resources provided by IOM within 20 (twenty) days – or shorter, in as much as possible, if the Donor requested submission within a shorter period – from IOM’s reasoned request in addition to information contained in the reports, in order for IOM to comply in full with the EU Agreement and/or the Donor’s request under the EU Agreement. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Activities.

8. Warranties

8.1 The Implementing Partner warrants that:

- (a) It is an entity 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 the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations (“Regulations and Rules”) 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 Services 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 (<https://www.un.org/securitycouncil/content/un-sc-consolidated-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 so associated with terrorism, it will inform IOM immediately who in consultation with the Donor as appropriate, shall determine an appropriate response. The Implementing Partner shall ensure that this obligation is included in all of its 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 destroy, 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 present 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 part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Implementing 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 Implementing 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 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 bound and liable under this Agreement and it shall be directly responsible to the 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 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 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. Performance 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.

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 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 and its contractors who may have access to personal data, where applicable, shall comply with IOM Data Protection Principles in the event that they collect, receive, use, transfer, store or otherwise process any personal data in the performance of this Agreement. In particular, the Implementing Partner will ensure appropriate protection of personal data. Personal data will be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

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 Activities carried out by the Implementing Partner under this Agreement 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 and EU Name

- 17.1 The official emblem or logo (as applicable) and name of IOM and the European Union may only be used by the Implementing Partner in connection with the Activities and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM and the European Union to the Activities in any advertising or publicity connected with the Activities by way of disclaimer "*with funding by the European Union*" and by displaying the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Implementing Partner pertaining to the Activities, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "*This document was produced with the financial assistance of the European Union. The views expressed therein can in no way be taken to reflect the official opinion of the European Union.*" Such acknowledgement must be approved by IOM in writing in advance.
- 17.2 If during the implementation of the Activities, equipment, vehicles or major supplies are purchased using EU funds, the Implementing Partner shall display appropriate acknowledgments on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create confusion regarding the identification of the Activities as an activity of the Implementing Partner, nor the ownership of the equipment, vehicles or major supplies by the Implementing Partner.
- 17.3 The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Article. This is without prejudice to measures the EU may take in case of substantial breach of an obligation.
- 17.4 To the extent possible, visibility of donors at relevant project sites and within promotional publications and other communication activities will be ensured, provided that the activities do not endanger the lives and integrity of IOM or the Implementing Partner's staff or beneficiaries.

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 This Agreement may be terminated by [X (number in words) month's] written notice to the other Party or suspended by IOM. However, 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 that the EU Agreement is terminated prior to completion of obligations under this Agreement, IOM shall promptly notify the Implementing Partner, whereupon this Agreement shall terminate with immediate effect or on a later date if so indicated by IOM.

21.3 In the event of termination, IOM will only pay costs expended or legally committed – provided the obligations cannot be reasonably terminated on legal grounds - 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.

21.4 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.

21.5 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. 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.

24. EU Donor Requirements

24.1 The Implementing Partner, and its contractors, where applicable, shall comply with the following provisions:

- (a) The Implementing Partner shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labor standards.
- (b) The Implementing Partner shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interest. There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised.

24.2 Title to all equipment, vehicles, supplies and other assets purchased by the Implementing Partner using the funds provided by IOM under this Agreement shall remain with the Implementing Partner at the date of completion of the Activities, unless agreed otherwise in writing by IOM and the Implementing Partner.

25. Final Clauses

25.1 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.

25.2 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
The International Organization for
Migration

For and on behalf of
[Name of Implementing Partner]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

**Annex A
Project Document**

[Attach Annex A Project Document and label accordingly]

**Annex B
Project Budget**

[Attach Annex B Project Budget and label accordingly]



IOM Data Protection Principles

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.