

## LEG-C.1. GENERAL SERVICE AGREEMENT (updated 01 July 2012)

Note: All Directors/CoMs/HoOs are responsible for personally ensuring that the instructions in IN/99 revised effective 1 July 2012 (Delegation of Authority for Concluding Contracts and Agreements) are followed, that the checklist (attached at the end of the template) is completed and signed by them. For Air Charter [C.2], Ferry Charter [C.3], Transportation of Goods [C.4], Construction [C.5], Office Lease [E.1.], and Vehicle Lease [E.3.], please use the template for the specific services. If subcontracting, please check the donor agreement for any donor requirement regarding a subcontract. (i.e. use of donor's logo, reporting requirements, anti-corruption clause or any particular provision to be inserted in a subcontract etc.)

**Comment [AL1]:** These notes are for IOM staff only. Please delete all notes in grey font/highlights, the comment boxes, and the explanatory notes before signing the Agreement.

IOM office-specific Ref. No.:  
**XXXXX**  
IOM Project code:  
**XXXXX**  
LEG  
Approval/Checklist  
Code: **XXXXX**

**Service Agreement  
Between  
The International Organization for Migration  
And  
[Name of the Other Party]  
On  
[Type of Services]**

### 1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with *[insert brief description of services]* in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: *[add or delete as required]*
  - 1.2.1 Bid/Quotation Form
  - 1.2.2 Price Schedule
  - 1.2.3 Delivery Schedule and Terms of Reference
  - 1.2.4 Accepted Notice of Award (NOA)

## 2. Parties

The Parties to this Agreement are the **International Organization for Migration**, 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 Service Provider.

**Comment [AL2]:** Ensure that the name of the other party is the same here, above, and in the Project docs/annexes.

## 3. Services Supplied

- 3.1 The Service Provider agrees to provide to the IOM the following services (the "Services"):  
*[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. It may be necessary to attach a description of the Services as an Annex.]*
- 3.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 3.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

**Comment [AL3]:** Ensure that the Services are clearly described (including the "what, where, when, how much and due dates for milestones, etc.") so that in the event of poor or non-performance of the Service Provider, IOM is able to simply refer to the contract terms which describe the obligations that were not met by the Service Provider for the purposes of termination of the Agreement or withholding payment of the Service Fee.

**Comment [AL4]:** The Services must not have started before the Agreement is signed. If the Services have started, please forward the Agreement for LEG review.

**Comment [AL5]:** There must be an end date to the Services. The Agreement can be renewed if needed upon its expiry by using the Amendment template.

## 4. Charges and Payments

- 4.1 The all-inclusive Service fee for the Services under this Agreement shall be *USD XXX*, which is the total charge to the IOM.
- 4.2 The Service Provider shall invoice IOM upon completion of all the services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*

**Comment [AL6]:** Payment should not be made in advance or in installments. If this is requested by the Service Provider, please forward the Agreement for LEG review.

- 4.3 Payments shall become due *[insert number of days]* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 4.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 4.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

**Comment [AL7]:** In exceptional circumstances, where payment by bank transfer is not possible, payment can be made by cheque but then it must be accompanied by the statement: "Payment shall be made in *[US dollars]* by cheque and the Service Provider shall provide IOM with a signed receipt".

Payment in cash is not permitted.

**Comment [AL8]:** All IOM payments are to be made by bank transfer to an account in the name of the Service Provider (not in the name of a third party, or an individual).

## 5. Warranties

### i. The Service Provider warrants that:

- a) It is a company 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 Services 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 or will be offered by the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- f) The Service Provider, 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) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- i) The Price specified in clause 4.1 of this Agreement shall constitute the sole remuneration in connection with this

Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

ii. The Service Provider further warrants that:

- a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
- b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.
- c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
- d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Service Provider any complaints or concerns regarding possible SEA by its

- employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel.
- e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.
  - f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.
  - g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

## 6. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of seven years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

## 7. Independent Contractor

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

## 8. Dispute resolution

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. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the

**Comment [AL9]:** UNCITRAL Arbitration Rules are available from [www.uncitral.org](http://www.uncitral.org).

Because of IOM's privileges and immunities, we cannot refer to national legal systems, jurisdiction or courts here and all disputes must be solved by negotiation/arbitration.

UNCITRAL arbitration rules. The arbitral award will be final and binding.

## **9. Delays/Non-Performance**

- 9.1 If, for any reason, the Service Provider 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. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 9.2 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, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

## **10. Confidentiality**

All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

## **11. Notices**

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

***[Insert IOM's address]***

*[Insert Service Provider's address]*

## 12. **Use of IOM Name**

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

**Comment [AL10]:** Please check any visibility requirements imposed by the donor. If the donor requires IOM and its subcontractors to acknowledge the donor's contribution, we need to add such a requirement in this Agreement - please send the Agreement for LEG review.

## 13. **Intellectual Property**

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

## 14. **Guarantee and Indemnities**

14.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 months after final payment by IOM under this Agreement.

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

## 15. **Status of IOM**

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

**Comment [AL11]:** IOM's privileges and immunities arise from Articles 27 and 28 of IOM's Constitution and from status agreements with host governments. Please contact LEG for more information.

## 16. **Assignment and Subcontracting**

16.1 The Service Provider 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 Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

16.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider 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 Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. Termination**

20.1 IOM may terminate this Agreement at any time, in whole or in part.

20.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 days from the date of termination.



20.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

**21. Final clauses**

21.1 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 clause 20.

21.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in two copies in English, on (date) at (place)

For: The International Organization  
for Migration

For: (Service Provider)

\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)

\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)

**Comment [AL12]:** Each agreement signed by IOM must be in one of IOM's official languages. If the Service Provider requires a translation of the Agreement into their national language, please forward the Agreement for LEG review.

Checklist Code: CHECKLIST- \_\_\_\_\_  
(To be filled in upon receiving Checklist Code from LEG.)

Checklist – C.1. General Service Agreement  
Updated on 1 July 2012

1. LEG Review (Ref. IN/99 revised effective 1 July 2012)

**Please tick one of the following for the Agreement:**

- i) The General Service Agreement attached requires LEG review.  
=> *Complete Part A (and B)*
- ii) The General Service Agreement attached does NOT require LEG review, as it follows the latest IOM template General Service Agreement without any deviation AND the contract value is less than USD 75,000 AND the Agreement does not fall under any of the exclusions stated at paragraph 4 b) of the Revised IN/99.<sup>1</sup>  
=> *Complete Part A*

<sup>1</sup> Paragraph 4 of Revised IN99 states:

“4. Directors/Chiefs/Heads may sign, without prior clearance by LEG:

(...)

b) All Contracts and agreements of the types listed below with a value of less than USD 75,000, regardless of whether they follow an IOM template or not, provided that their provisions meet all the specific requirements set out in the relevant Checklists (*Please note that contracts or agreements without any contract price or value do not fall under this category and still require review and approval by LEG*):

(i) (...);

(ii) General Service Agreements [C.1 Model General Service Agreement] with the exception of any agreements concerning the participation of community members in project activities as well as any agreements concerning the assistance to IOM beneficiaries and/or the services involving IOM beneficiaries. (*Please note that contracts and agreements for transportation of goods, air/ferry charter, vehicle lease, office lease and construction which do not follow an IOM template, as well as contracts and agreements for transportation of persons, medical examinations and security guard services regardless of whether it follows an IOM template, do not fall under this category and still require review and approval by LEG.*);

(iii) (...).

(...).”

- iii) The General Service Agreement attached does NOT require LEG review, as the contract value is less than USD 75,000 AND the Agreement does not fall under any of the exclusions stated at paragraph 4 b) of the Revised IN/99<sup>2</sup> BUT it does not follow the latest IOM template.  
=> *Complete Part A and B*

iv) The General Service Agreement attached does NOT require LEG review, as it follows the template previously agreed by LEG as per Ref. No. \_\_\_\_\_. (Revised IN/99, paragraph 4 c))  
=> *Complete Part A*

**If filling in this checklist for an Amendment, please tick one of the following:**

- i) The Amendment attached requires LEG review. => *Complete Part A (and B)*
- ii) The Amendment attached does NOT require LEG review, as it is an amendment to the contracts and agreements listed in paragraph 4 a) b) and c) of IN/99 Rev.1 and the amendment, together with the original contract and any other existing amendments, if any, remain within the parameters set in these paragraphs. (Revised IN/99, paragraph 4 d))
- If Amendment to contract type listed in paragraph 4 a) => *Complete Part A*
  - If Amendment to contract type listed in paragraph 4 b) or c) => *Complete Part A and B*

**Please write here LEG approval/checklist code, if any, for the original Agreement and for any previous Amendment signed:**

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<sup>2</sup> Please see previous footnote.

## 2. Checklist

Before signing any contract/agreement, Directors/CoMs/HoOs should check and tick ALL items of Part A. Where contract/agreement does not follow the appropriate IOM template in full, Directors/CoMs/HoOs should also check ALL items of Part B.

### Part A – General (Required for all contracts/agreements)

- No services have taken place prior to signing the Agreement.
- The project has been endorsed as per IOM project endorsement procedure prior to signing the Agreement.
- All activities comply with IOM constitution, policies, manuals, Guidance Notes and instructions from relevant thematic areas.
- The authority of the person signing on behalf of the other party to do so has been verified.
- The name and dates/duration for the Project are exactly the same on:
  - The Project documents/TORs;
  - The Agreement; and
  - The budget.
- The contract price:
  - Is written correctly both in numbers and words;
  - Specifies the currency used; and
  - Corresponds to the budget attached to the Agreement.
- No contracts/agreements shall be backdated. The signature date shall always be the actual date of signature.
- The Agreement is concluded in one of the IOM official languages.
  - Specify a) English, b) French, or c) Spanish: \_\_\_\_\_
- There are no additional clauses which have not been approved by LEG specifically to this Agreement.

- All annexes referred to in the Agreement are attached to the Agreement.
- a) Contracts and agreements do not deviate from approved templates (Revised IN/99, para. 4c)) or the latest IOM template downloaded from intranet, or b) they do not follow the approved templates or the latest IOM template downloaded from intranet.
  - o Specify a) or b): \_\_\_\_\_

❖ In case of a) for the last question, please stop the checklist here and sign below:

***“I certify that all the requirements above in Part A are met. I understand that the agreement should be referred to LEG for clearance if any of the boxes above are not ticked.”***

Signature \_\_\_\_\_

Name/title \_\_\_\_\_

- Director/CoM/HoO
- OiC

Name of Office/Department: \_\_\_\_\_

Date \_\_\_\_\_

❖ In case of b) for the last question, please continue to Part B and complete the rest of the checklist and sign at the end of Part B.

**Part B - Specific to Non-IOM template based General Service Agreement**

- IOM owns all intellectual property and other proprietary rights (copyright, patents, trademarks, ownership of data, etc.) resulting from the project.
- It is explicitly stated in the Agreement that IOM's Data Protection Principles apply.
- Any dispute shall be solved by negotiation or arbitration in accordance with UNCITRAL arbitration rules and there is no reference to national legal systems, jurisdiction or courts.
- It is explicitly stated that nothing in the Agreement affects IOM's privileges and immunities enjoyed as an intergovernmental organization.
- IOM is not responsible for delay or failure to perform obligations in case of a *force majeure* (civil disorder, military action, natural disaster etc.).
- Amendment to the Agreement requires mutual consent of the Parties in writing.
- The other party has been selected in compliance with IOM procurement rules.
- The other party is a registered entity (corporation, institution, NGOs, IOs etc.) and not an individual person or a group of individuals.
- The duration of the provision of the services is clearly stated and within the period of the overall project duration.
- The services is clearly and sufficiently defined and the responsibilities of the other party are clearly described. In the event of poor or non-performance of the other party, IOM is able to simply refer to the contract terms which describe the other party's obligations and is able to prove poor or non-performance.
- It is clearly stated that IOM can defer payment until the other party has completed, to the satisfaction of IOM, the activities to which those payments relate.

- Contract Price is to be paid:
  - a) By bank transfer into the bank account of the other party, as indicated in the agreement, and not to the bank account of a representative of the other party or another individual.
  - b) By cheque to the other party, as the bank transfer is not possible. Cheque will be addressed to the other party, and not a representative of the other party or another individual.
  - c) By cash to the other party, as payment by cheque or bank transfer is not possible. Payment by cash has been exceptionally authorized by ACO in writing. (please attach a relevant email from ACO.)
    - Specify a), b) or c) : \_\_\_\_\_
- In the event that the currency used in the provision defining the contract price is different from the currency to be paid to the other party, the UN exchange rate is used.
- Contract Price is to be paid:
  - a) 100% upon completion of the project's activities and any other obligations of the other party under the Agreement, subject to IOM's receipt and approval of all deliverables, if any.
  - b) In instalments, subject to IOM's receipt and approval of progress narrative and financial reports and/or the achievement of clearly-defined and easily-assessed milestones.
    - Specify a) or b) : \_\_\_\_\_
- There is no advance payment.
- If the provision of services requires deliverables (research report, study, translated document, creation of web page, photos, films, questionnaires collected etc.), the timeline to submit each deliverable should be clearly stated in the Agreement.
- The other party keeps all financial and other relevant records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs. It makes all such

records available to IOM until the expiration of seven years from the date of final payment, or a longer period required by IOM's donor, for inspection, audit or reproduction.

- In the event of delay or non-performance of its obligations under the Agreement, the other party must give notice to IOM as soon as possible and IOM may take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- It is explicitly stated that all information which comes into the other party's possession or knowledge in connection with the Agreement is treated as strictly confidential and that the other party shall not communicate such information to any third party without the prior written approval of IOM.
- The official logo and name of IOM can only be used by the other party in connection with the Project/activities under the Agreement and with the prior written approval of IOM.
- The terms and conditions of the Agreement includes all donor requirements, such as acknowledging the donor's contribution, compliance with any specific national laws and other rules, inserting certain provisions in all contracts between IOM and subcontractors.
- It is explicitly stated that the other party 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 and that this obligation shall survive the expiration or termination of the Agreement.
- It is explicitly stated that the other party shall not assign or subcontract the activities under the Agreement in part or all, unless agreed upon in writing in advance by IOM and that any subcontract entered into by the other party without approval in writing by IOM may be cause for termination of the Agreement.
- In certain exceptional circumstances when IOM gives prior written approval to assigning specific jobs and portions of the activities to a



subcontractor, it is stipulated that the other party shall remain bound and liable under the Agreement and shall be directly responsible to IOM for any faulty performance under the subcontract. It is also stipulated that the subcontractor shall have no cause of action against IOM for any breach of the sub-contract.

- IOM can anytime terminate the Agreement without cause by simply giving written notice to the other Party.
- Where the other party is in breach of any of the terms and conditions of the Agreement, IOM can terminate the Agreement with immediate effect.
- In the event of termination, IOM has to pay for the Services completed in accordance with this Agreement up to the date of receipt of notice of termination only.
- In the event of termination, the other party waive any claim for damages including loss of anticipated profits.
- It is warranted that the other party is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Project/activities in accordance with the Agreement.
- It is explicitly stated in the Agreement that the other party shall comply with all applicable laws, ordinances, rules and regulation when performing its obligations under the Agreement.
- It is warranted by the other party that it undertakes, in all circumstances, to act in the best interests of IOM.
- It is warranted by the other party that no official of IOM or any third party has received or will be offered by the other party any direct or indirect benefit arising from the Agreement or award thereof.
- It is warranted by the other party that it has not misrepresented or concealed any material facts in the procuring of the Agreement.

- It is warranted by the other party that the other party, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM.
- It is warranted by the other party that it undertakes to take out relevant insurance coverage for the period the Project/activities are implemented under the Agreement.
- It is warranted by the other party that it shall abide by the highest ethical standards in the performance of the Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child.
- It is warranted by the other party that:
  - it shall take all appropriate measures to prevent sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by the other party to perform any activities under the Agreement (hereinafter “the employees and related personnel”);
  - it shall take measures to prohibit its employees and related personnel from exchanging any money, goods, or services at their disposal under the Agreement, for sexual favours or activities;
  - it shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries;
  - it shall take measures to ensure its employees and related personnel do not engage in sexual activity with children (under the age of 18) regardless of the age of majority or age of consent locally;
  - it shall report all complaints regarding possible SEA by its employees and related personnel, or IOM personnel;
  - it shall take measures to ensure its employees and related personnel shall report to IOM and/or the other party any complaints regarding possible SEA by its employees and related personnel, or IOM personnel;

- it shall take all measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against the personnel who is found to have committed SEA.
- It is clearly stated that the Contract Price specified in the Agreement shall constitute the sole remuneration in connection with the Agreement. The other party shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Agreement or the discharge of its obligations thereunder. The other party shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- Ownership of equipment, supplies and other properties financed from the Funds/money paid by IOM shall vest in IOM.
- It is explicitly stated that the other party shall perform all activities under the Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

***“I certify that all the requirements above in Part A and Part B are met. I understand that the agreement should be referred to LEG for clearance if any of the boxes above are not ticked.”***

Signature \_\_\_\_\_

Name/title \_\_\_\_\_

- Director/CoM/HoO
- OiC

Name of Office/Department \_\_\_\_\_

Date \_\_\_\_\_

