

LEG-B.1. PROJECT IMPLEMENTATION AGREEMENT

NOTE: All Directors/CoMs/HoOs are accountable and responsible for personally ensuring that the instructions in IN/99 Rev. 2 on *Delegation of Authority for Concluding Contracts and Agreements* (“IN 99 Rev 2”), as amended by IN 288 or the *Implementing Partnership Management Handbook* (“IN 288”), are followed. In case of uncertainty whether the proposed contract fully aligns with an IOM template or previously approved terms and conditions, please refer the draft contract to LEG Contract Law Division (LEG CR) for advice.

Per Section C.1 of IN 288, there is no need to refer this Agreement to LEG Contract Law (LEGCR) for review and issuance of an approval code provided that his template is used without deviation. In cases of deviation from the template or a need for a new template, please contact LEG CR for assistance and/or advice.

If subcontracting, please check the funding 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.) and insert in the “Special Provisions” clause any specific donor requirements which must be flown down to IOM’s subcontractors.

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**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO] (hereinafter referred to as “**IOM**”) and **[Name of the Other Party]**, [Address], represented by [Name, Title of the representative of the Other Party] (hereinafter referred to as the “**Implementing Partner**”). IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction

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

2. Integral Documents

The following documents form an integral part of this Agreement:

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

3. Scope of the Agreement

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

4. Responsibilities of IOM

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

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

5. Responsibilities of the Implementing Partner

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

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

6. Finance

- 6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the project] (the “**Project**”) from [start date of project] to [end date of project] in the maximum amount of [currency code] [insert amount] ([insert currency and amount in words]) (the “**Contribution**”) in accordance with the Project Budget (Annex B).
- 6.2 Subject to receipt of the funds by IOM from the funding Donor of the Project, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:
 - (a) The first instalment in the amount of [currency code] [XXX] (amount in words) shall be due within fifteen (15) calendar days after signature of this Agreement and upon IOM’s receipt of the Implementing Partner’s payment request.
 - (b) The second instalment of in the amount of [currency code] [XXX] (amount in words) shall be due within fifteen (15) calendar days of IOM’s receipt and approval of the interim report as described in Article 7, subject to IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following Project activities:
 - (i) [list deliverables tied to this payment]
 - (ii) ...
 - (iii) ...
 - (c) The final instalment in the maximum amount of [Currency code] XXX (Amount in words), not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of payment instalments already transferred by IOM, shall be due within fifteen

(15) calendar days of completion of the Project, subject to IOM's receipt and approval of the final report as described in Article 7, IOM's receipt of request for payment and IOM's verification of successful completion of all Project activities.

- (d) If at the end of the reporting period covered by an interim report, less than 70% (seventy per cent) of the previous instalments provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalments, unless the Implementing Partner justifies with a Project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.
- 6.3 Any excess funds received by the Implementing Partner under this Agreement which are reported in the final financial report by the Implementing Partner as not utilized for Project implementation purposes shall be returned to IOM no later than the date of submission of the final report.
- 6.4 All payables under this Agreement are due in [currency code]. *[In case the payment is requested by the partner in local currency and that is different from the currency of the budget, please add the following wording:]* IOM will convert the [contract currency] payable to [local currency] using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) applicable on the date when IOM initiates the payment.
- 6.5 Payment shall be made by bank transfer in [Name of currency] (Currency code) to the following bank account:
- Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:
- Any change to the bank account shall be formalized by an amendment to this Agreement.
- 6.6 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM's designated representative or the competent bodies of the funding Donor(s) of the Project at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit or reproduction. On request, employees of the Implementing Partner shall be available for interviews.
- 6.7 Any expenses found ineligible under the terms of this Agreement by IOM or by the funding Donor(s) of the Project, shall be returned to IOM within 30 days from IOM's written notification on the ineligibility of the expenses.

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

7. Reporting

7.1 Financial Report

7.1.1 A certified interim financial report shall be submitted to IOM no later than [Date (A)]. The interim financial report shall present how the Contribution from IOM has been used from the start date of the project to [Date].

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

7.1.1. Certified interim financial reports shall be submitted to IOM in accordance below schedule. The interim financial reports shall present how the Contribution from IOM has been used from the start date of the Project up to the reporting date.

Interim Report	Reporting Due Date	Reporting Period
1 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 202Y	

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

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

- (a) They are incurred in accordance with the provisions of this Agreement; and
- (b) They are necessary for carrying out the activities as described in the Project Document; and
- (c) They are foreseen in the Project Budget; and
- (d) They are incurred during the implementation period of this Agreement; and
- (e) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
- (f) They are identifiable, verifiable and recorded in the Implementing Partner's accounts in accordance with the accounting practices of the Implementing Partner and backed by supporting documents.

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

7.2 Narrative Report

- 7.2.1 Interim narrative report(s) shall accompany each interim financial report. The interim narrative report(s) shall cover the activities performed and the results obtained by the Project during the relevant reporting period. The report(s) shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies.
- 7.2.2 The final narrative report shall be submitted to IOM no later than [Date (B)] and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.
- 7.3 The Implementing Partner shall give IOM all information on the Project and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

8. Warranties

- 8.1 The Implementing Partner warrants that:
- (a) It is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all activities in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Implementing Partner any direct or indirect benefit arising from the Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Implementing Partner shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
 - (h) It has or shall take out relevant insurance coverage for the period the activities are provided under this Agreement;
 - (i) 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;
- (j) 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;
 - (k) It is not included in the most recent United Nations Security Council Consolidated 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;
 - (l) 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 United Nations Security Council Consolidated List (the "UN Sanctions List") and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner determines there are allegations and suspicions that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Implementing Partner shall ensure that this requirement is included in all subcontracts.

8.2 The Implementing Partner warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Implementing Partner shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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;
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to

- prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
 - (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

8.3 The Implementing Partner further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),¹ and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,² by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Implementing Partner to perform activities under this Agreement (“Associated Personnel”);
- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
- (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
- (d) Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
- (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
- (f) Adhere to the provisions of this Article for the duration of this Agreement.

8.4 The Implementing Partner expressly acknowledges and agrees that breach by the Implementing Partner, its employees or its Associated Personnel, 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.

¹ Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

² UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

8.5 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Implementing Partner, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Implementing Partner or national authorities. The Implementing Partner shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Implementing Partner's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Implementing Partner's premises at reasonable times and on reasonable conditions in connection with such access to the Implementing Partner's personnel and relevant documentation. The Implementing Partner shall require its agents, including, but not limited to, the Implementing Partner's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

9. Assignment/Subcontracting

9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Implementing Partner without approval in writing by IOM may be cause for termination of the Agreement.

9.2 Notwithstanding such written approval from IOM, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Implementing Partner shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Implementing Partner remains liable as primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

10. Procurement Rules

10.1 When awarding contracts, the Implementing Partner shall award the contract to the bidder offering best value for money (i.e., the bidder offering the best price-quality ratio). The Implementing Partner shall evaluate the offers received against objective criteria which enable measuring the quality of the offers and which take into account the price and the aim of contracting the bidder offering the best value for money based on required technical specifications.

10.2 The Implementing Partner shall be responsible for the procurement of goods, services and works for the activities and shall own any such goods.

10.3 The Implementing Partner shall ensure that its procurement procedures are no less rigorous than those outlined in this Article 10 and are in conformity with the following minimum rules:

- (a) The Implementing Partner shall prepare detailed specifications of the goods, services and works required for Project activities;
- (b) Tenders for goods, works and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate

- description of the proposed terms and conditions of the contract and the goods, services or works to be procured;
- (c) The Implementing Partner shall implement reasonable measures to ensure that potential vendors shall be excluded from participation in a procurement or award procedure, if:
- i. they are subject to the UN Sanctions List or in violation of any other applicable anti-terrorism legislation; or
 - ii. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 10.4 The Implementing Partner shall maintain auditable records documenting in detail the tendering, contracting, receipt and use of goods, services and works procured under this Agreement.
- 10.5 IOM may conduct spot-checks of any procurement case file at any time and request to see documentation verifying that the procurement procedures of the Implementing Partner correspond to the standards set out in this Article.
- 10.6 In the event of failure to comply with the provisions of this Article, the relevant costs may be declared ineligible.

11. Delays, Defaults and Force Majeure

- 11.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document, it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 11.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 11.3 As soon as possible after the occurrence of a *force majeure* event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the *force majeure* event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of *force majeure*, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 11.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing Partner is unable to perform its obligations under the Agreement by reason of *force majeure*. In

the event of such suspension or termination, the provisions of the Article on Termination shall apply.

12. Independent Contractor

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

13. Confidentiality

- 13.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles (Annex C) in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 13.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Implementing Partner, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project, to the extent required by IOM's donor/s or auditors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM, provided that any such disclosure will be in accordance with the policies, instructions and regulations of IOM.
- 13.3 IOM in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:
- IOM: XM-DAC-47066
 - Implementing Partner:

14. Intellectual Property

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

15. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

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

Address: [IOM's address]

Email: [IOM's email address]

[Full name of the Implementing Partner]

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

Address: [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 is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 16.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 16.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 16.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for 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.
- 16.6 This Article survives the expiration or termination of the present Agreement.

17. Use of IOM Name, Abbreviation and Emblem

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

The Implementing Partner acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

18. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM.

19. Indemnity

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

19.2 This indemnity shall survive the expiration or termination of this Agreement.

20. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

21. Termination

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

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

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

21.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Implementing Partner in writing when the suspension is lifted and may modify the completion date. The Implementing Partner shall not be entitled to claim or receive any Contribution or costs incurred during the period of suspension of this Agreement.

22. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

23. Entire Agreement

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

24. Final Clauses

24.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.

24.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

25. Special Provisions (Optional)

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

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

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization for
Migration

Signature

For and on behalf of
[Name of Implementing Partner]

Signature

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]

Annex C
IOM Data Protection Principles

Please download the IOM Data Protection Principles [here](#).

Annex X
[Title]

[Attach all other Annexes and label accordingly]

**Guidance in Checklist Form on completing the template for
B.1 Project Implementation Agreement**

- The Project Implementation Agreement follows the latest IOM B.1 Project Implementation Agreement template and is without any deviations. For Amendments: The changes do not introduce any deviations to template.
- The Project Implementation Agreement is **NOT** EU funded through PAGODA, Contribution or ECHO Agreement. (If it is EU-funded by aforementioned contracting formats, please use the special B2 template. If this Agreement is financed by AMIF, MGA or EU EOM funding, please use the B1 template, add flowdown conditions, if any, and confirm with RO Brussels.)
- No Project implementation has taken place prior to signing the Agreement. For Amendments: *The changes made under the Amendment shall apply from the date of signing of the Amendment or later and the main Agreement (as amended previously, if at all) has not yet expired.*
- All activities comply with IOM Constitution, policies, manuals, Guidance Notes and instructions from relevant thematic areas.
- The overall Project has been endorsed as per IOM project endorsement procedure, including receipt of Regional Thematic Specialist (“RTS”) approval prior to signing the Agreement and the content of this Agreement remains within the framework of the endorsed Project. For Amendments: *The changes made under the Amendment do not deviate from the endorsed Project.*
- The Implementing Partner has been selected in compliance with Section B (Establishing the Partnership) of IN 288.
- The authority of the signatory for the Implementing Partner to sign has been verified.
- The name and dates/duration for the Project are exactly the same on:
 - The Agreement
 - The Project Document; and
 - The Project Budget.
- The Contribution and all other amounts (e.g., instalment amounts):
 - Is written correctly both in numbers and words;
 - Specifies the currency used; and
 - Corresponds to the Project Budget attached to the Agreement.
- Advance Payment. Check:
 - A. There is no advance payment (preferred option); OR
 - B. There is an advance payment but the conditions in Sections C.5.5.11 and C.5.5.12 of IN 288 are met and the amount does not exceed the following thresholds:
 - i. For iNGOs/IOs, 50% of the Contribution (70% if the IP engagement does not exceed 7 months) or a maximum of USD 300,000 (USD 500,000 for L1, L2, L3, and DG-declared urgent/emergency situations), whichever is lower; or,
 - ii. For NGOs/other IPs, 50% of the Contribution (70% if the IP engagement does not exceed 7 months) or a maximum of USD 50,000 (USD 150,000 for L1, L2, L3, and DG-declared urgent/emergency situations), whichever is lower; OR
 - C. There is an advance payment which exceeds the thresholds outlined in (B) above, however:

- i. Regional Director or MEC (for L3 operations) approval has been obtained for this specific Agreement; or
 - ii. Implementing Partner is a UN entity and the payment in advance of up to 100% of the Contribution has been authorized by the Director/CoM/HoO in accordance with Section C.5.5.11 of IN 288.
- Payment Mode. The Contribution is to be paid either:
 - A. By bank transfer to the *specific* bank account of the Implementing Partner as indicated in Agreement. The bank account is not in the name of a third party or an individual, OR
 - B. By cheque and the justification why bank transfers are not possible or practicable is documented in a Note for File; OR
 - C. By cash which has been approved in writing and in advance by TSY.
- Payment Currency. Check:
 - A. The currency used in defining the contract Contribution is the same currency as the one in which the payment shall be made; OR
 - B. The currency used in the provision defining the contract Contribution is different from the currency to be paid to the Implementing Partner, but the Parties have agreed to use the UN exchange rate prevailing on the date of payment.
- A minimum of 10% (ten per cent) of the total Contribution is retained until successful completion of all activities and receipt and approval of the final reports.
- If there is provision for overhead in the Budget for the Implementing Partner, the level of overhead and categorisation as direct or indirect expense complies with the relevant provisions of IN 288 (Sections C.5.5.3 to C.5.5.4).
- The Agreement/Amendment is not or shall not be backdated. The signature date shall always be the actual date of signature.
- There are no additional clauses which have not been approved by LEG specifically for the Agreement/Amendment.
- Language. The Agreement is concluded in one of the following languages:
 - A. IOM official language (English, French or Spanish); OR
 - B. Bilingually (both language versions have identical content with at least one language being an official IOM language) and the language clause (i.e., IOM official language prevails in case of discrepancy) has been included.
- All Annexes referred to in the Agreement/Amendment, if any, are attached to the Agreement/Amendment and do not create additional obligations other than those contained in the Agreement itself.
- All Annexes are provided either in English, French or Spanish. In case Annexes in another language are attached, translations in one of the official languages are attached, contain a statement that they prevail in case of discrepancy over the version of the Annex in a non-official language and will be signed by the Implementing Partner.
- Donor Flow-Down Requirements. Check:
 - A. There are no specific Donor requirements for this Agreement, Article 25 (Special Provisions) has been deleted and subsequent enumeration has been corrected; OR
 - B. Donor requirements have been added to Article 25 (Special Provisions) and they are not in violation of other terms of this Agreement (If unsure, please contact LEGContracts@iom.int).