

IOM MISSION – NIGERIA

CALL FOR EXPRESSION OF INTEREST FOR IMPLEMENTATION OF COMMUNITY-BASED REINTEGRATION ACTIVITIES

1 ***Timeline***

Call for Expression of interest ID #	2022-001-IP
Posted (date)	14 th March 2022
Clarification Request Deadline	16:00 hrs on 25 th March 2022
Application Deadline	16:00 hrs on 31 st March 2022
Notification of Results	11 April 2022
Implementation Start Date	TBC
Implementation End Date	TBC

2 ***Locations***

Either of the following states: Edo, Delta, Kano, Yobe, Ogun, Osun, Lagos, Abuja and Imo States

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

Community-Based Reintegration (CBR) - We are seeking prospective Implementing Partner/s for the implementation of reintegration activities designed at involving returning migrants and youths in income-generating activities within their home communities to promote inclusive local development while also reducing the socioeconomic challenges in the areas and the impact of return migration on the prioritized receiving communities

4 ***Issuing Agency***

IOM

5 ***Project Background***

The International Organization for Migration (IOM) is implementing various programmes which aims to contribute to facilitating orderly, safe, regular, and rights-based migration through the facilitation of dignified voluntary return and the implementation of sustainable reintegration.

Reintegration can be considered sustainable when returnees have reached levels of economic self-sufficiency, social stability within their communities, and psychosocial well-being that allow them to cope with (re)migration drivers. Beyond individual interventions, the program targets host communities, and communities of return to enhance reintegration of migrant returnees and social cohesion. Communities with strong social networks and access to resources can provide support and protection to returnees and themselves benefit from the reintegration process. But when communities are unable to provide these networks and resources, the experience of return can constitute a risk factor for the community and the returnees.

Most of the time, returnees return to communities where the same challenges that led to their decision to migrate irregularly still exist. It is envisaged that working with communities via community projects can contribute to mitigate some of the drivers of irregular migration and ease the pressure off potential migrants

and make migration a matter of choice rather than necessity. Community projects are also important to enable communities to better accept, support and include returnees for sustainable reintegration.

The projects provide Community-Based Reintegration (CBR) support which aims at involving returning migrants in income-generating activities within their home communities to promote inclusive local development while also reducing the socioeconomic challenges in the areas and the impact of return migration on the prioritized receiving communities. In Nigeria, the program will focus on seven (7) states which are irregular migration prone areas as well as areas constituting highest numbers of returns namely, Edo, Delta, Kano, Yobe, Ogun, Osun, and Imo States. The program will also cater to returnees residing in Abuja and Lagos Cities.

6 **Expected Results**

Quick Impact Projects are implemented with a total:

- 400 direct beneficiaries are engaged in income generating activities
 - 1500 indirect beneficiaries in the community whose lives are improved by the existence of the projects
 - 8 livelihood initiatives established in either of the states: Edo, Delta, Kano, Yobe, Ogun, Osun, and Imo States
- 65 % of returned migrants and community members engaged in the activities are sustainably reintegrated.

TARGET AREAS AND TARGET POPULATION

Returnees are dispersed mainly in 7 migration prone states: Edo, Delta, Kano, Yobe, Ogun, Osun, and Imo including Abuja and Lagos cities under these projects. Implementing partners, CSOs and government institutions with relevant requirements are needed for the above-mentioned states in Nigeria.

Total number of migrant returnees under the various projects has reached over a total of 24, 500, where 48% of them are female. In addition to returnees, the project is expected to engage youths in the communities, build the capacity of the local government and create linkages with other like-minded organizations in areas targeted by the programme.

EXPECTED DELIVERABLES AND TIMELINE

The organization is expected to:

- Ensure the specific tasks highlighted above are duly completed within the set timeframe.
- Produce regular mid-term reports (narrative and financial) at an agreed upon timeline.
- Develop and submit a final report (narrative and financial) upon completion of the project – within ten (10) calendar days.
- Participate in regular coordination meetings with IOM.
- Present findings, share experiences, best practices, project photos and videos upon request by IOM.

7 **Indicative Budget**

TBD

8 **Other Information**

(Insert related information, as available)

Selection Criteria (adjust as necessary)

Name	Description	Weight
Relevance of proposal to achieving expected results	Relevance of proposal to achieving expected results; Expertise on implementation of enhanced community based reintegration and livelihood projects in target states; Relevant technical expertise and experience in working with a different range of stakeholders at a national and local level in establishing livelihood activities for youths across sectors	35
Sustainability of intervention	Must be registered and certified by the Corporate Affairs Commission and tax certificate. Must have been in operation for at least three (3) years and above and in similar area of expertise. Experience in partnering with key institutions related to youth and adolescent participation and development; National and Local experience, presence and community relations; Management ability; Sustainability of intervention.	25
Presence in relevant states	Must operate and strong presence in Nigeria with preference given to those who are within/near any of the following States: Edo, Delta, Kano, Yobe, Ogun, Osun, and Imo, Abuja and Lagos	20
Financial and Statutory capacity	Proven financial capacity, by taking responsibility for funds advanced for these projects and evidence of consistent regulatory compliance. Evidence of the existence of a proper governance structure	20

10 Attachments

Description	URL
ANNEX A – Terms of Reference	See below
ANNEX B - Implementing Partner References Checklist	See below
ANNEX C - Implementing Partners General Information Questionnaire	See below
ANNEX D - Concept Note Template	To be shared for those interested. Please request for the document by sending an email to oajuonuma@iom.int
ANNEX - E Financial and Narrative Reporting Templates	To be shared for those interested. Please request for the document by sending an email to oajuonuma@iom.int
ANNEX F - Project Implementation Agreement Template	See below

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

(Insert IOM website portal)

The organizations responding to this call need to demonstrate their capacity to implement all listed activities as a single package. Partial applications for individual activities will not be considered.

IOM reserves the right to cancel/reduce the scope of planned activities or to introduce new/broaden the scope of the existing activities. Selected Implementing partner needs to be ready to develop a detailed budget based on submitted proposal in two weeks upon receiving the notification from IOM.

All applicants will receive written notification, within the two weeks after the deadline for the submission of Concept Note, of the outcome of the selection process. Should an applicant request further clarification, IOM will provide a response explaining the transparency and integrity of the selection process undertaken.

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 AJUONUMA Onyinyechukwu, sending email to oajuonuma@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 either through mail to iomlagostenders@iom.int or in sealed envelope delivered to the Tender Box at IOM with office address at **1 Isaac John Street, Ikeja GRA, Lagos** on or *before 16:00hrs on 31st March 2022*. Late Application will not 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 Application must be submitted in one original and one copy and envelop must be marked "Original" and "Copy" as appropriate. If there are any discrepancies between the original and the copy the original governs. Both envelopes shall be placed in an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the Project and name of the Implementing Partner.
4. The Application 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

Terms of Reference (Annex A)

Introduction
<p>The IOM Nigeria’s Assisted Voluntary Return and Reintegration (AVRR) unit is seeking prospective Implementing Partners for the implementation of Community-Based Reintegration (CBR) activities designed to involve returning migrants in income-generating activities within their home communities to promote inclusive local development while also reducing the socioeconomic challenges in the areas and the impact of return migration on the prioritized receiving communities</p>
Background
<p>1. BACKGROUND</p> <p>The International Organization for Migration (IOM) is implementing various programmes which aims to contribute to facilitating orderly, safe, regular, and rights-based migration through the facilitation of dignified voluntary return and the implementation of sustainable reintegration.</p> <p>Reintegration can be considered sustainable when returnees have reached levels of economic self-sufficiency, social stability within their communities, and psychosocial well-being that allow them to cope with (re)migration drivers. Beyond individual interventions, the program targets host communities, and communities of return to enhance reintegration of migrant returnees and social cohesion. Communities with strong social networks and access to resources can provide support and protection to returnees and themselves benefit from the reintegration process. But when communities are unable to provide these networks and resources, the experience of return can constitute a risk factor for the community and the returnees.</p> <p>Most of the time, returnees return to communities where the same challenges that led to their decision to migrate irregularly still exist. It is envisaged that working with communities via community projects can contribute to mitigate some of the drivers of irregular migration and ease the pressure off potential migrants and make migration a matter of choice rather than necessity. Community projects are also important to enable communities to better accept, support and include returnees for sustainable reintegration.</p> <p>The projects provide Community-Based Reintegration (CBR) support which aims at involving returning migrants in income-generating activities within their home communities to promote inclusive local development while also reducing the socioeconomic challenges in the areas and the impact of return migration on the prioritized receiving communities. In Nigeria, the program will focus on seven (7) states which are irregular migration prone areas as well as areas constituting highest numbers of returns namely, Edo, Delta, Kano, Yobe, Ogun, Osun, and Imo States. The program will also cater to returnees residing in Abuja and Lagos Cities.</p>
Objective
<p>The overall objective of this partnership opportunity is for IOM to engage with an organization having presence/reach in either Edo, Delta, Kano, Yobe, Ogun, Osun, or Imo States and the capacity and expertise to conduct assessment, establish and implement community-based livelihood project that will generate income for target beneficiaries while addressing key challenges of communities that can be considered as drivers of irregular migration in the area.</p>

Proposed interventions
Implementation of Community-Based Reintegration (CBR) support which aims at involving returning migrants in income-generating activities within their home communities to promote inclusive local development while also reducing the socioeconomic challenges in the areas and the impact of return migration on the prioritized receiving communities. The program will focus mainly on seven (7) states which are irregular migration prone areas as well as areas constituting highest numbers of returns namely, Edo, Delta, Kano, Yobe, Ogun, Osun, and Imo States. The program will also cater to returnees residing in Abuja and Lagos Cities. Proposed actions would support the setup of various agro- related livelihood initiatives and other income generation activities. Explore opportunities with private sector, government and NGOs for possible areas of collaboration and liaise, establish formal linkage with raw materials suppliers. Training of beneficiaries on the technical skills needed to operate and efficiently manage the project
Overarching Outcomes:
Returned migrants, their families and youths in the community are engaged in livelihood projects that will generate income for them while addressing key challenges of communities that can be considered as drivers of irregular migration in the area.
Expected results
Quick Impact Projects are implemented with a total: <ul style="list-style-type: none"> • 400 direct beneficiaries are engaged in income generating activities • 1500 indirect beneficiaries in the community whose lives are improved by the existence of the projects • 8 livelihood initiatives established in either of the states: Edo, Delta, Kano, Yobe, Ogun, Osun, and Imo States • 65 % of returned migrants and community members engaged in the activities are sustainably reintegrated.
Impact
The activities are expected to improve the economic self-sufficiency of target beneficiaries and their communities. This is done through improvements in the access to basic services, income generating activities, and activities to enhance social cohesion.
Partnerships and collaboration
N/A
Proposed timeline:
The activities are to be implemented during a 8-month period
Qualification and experience
<ul style="list-style-type: none"> • Demonstrated understanding of deliverables, timelines, and budget • Demonstrated local knowledge and experience working in target areas with high numbers of returnees • Previous experience implementing similar community-based projects in Nigeria • Expertise in entrepreneurship and livelihood programming • Understanding of risks or complications and how the partner would overcome those challenges

Submission of the project proposal

March 25 2022

Place and deadline for submission of the project

IOM LAGOS OFFICE,
No 1 Isaac John Street, Ikeja GRA, Lagos

Implementing Partners General Information Questionnaire (Annex C)

Call for Interest ID number:	
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

Project Implementation Agreement (Annex F)

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

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

1. Introduction

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

2. Integral Documents

The following documents form an integral part of this Agreement:

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

3. Scope of the Agreement

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

4. Responsibilities of IOM

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

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

5. Responsibilities of the Implementing Partner

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

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

6. Finance

- 6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the project] (the “**Project**”) from [start date of project] to [end date of project] in the maximum amount of [currency code] **XXX (Write amount in words)** (the “**Contribution**”) in accordance with the Project Budget (Annex B).
- 6.2 Subject to receipt of the funds by IOM from the funding Donor of the Project, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:
- (a) The first instalment in the amount of [currency code] [XXX] (amount in words) shall be due within fifteen (15) calendar days after signature of this Agreement and upon IOM’s receipt of the Implementing Partner’s payment request.
- (b) The second instalment of in the amount of [currency code] [XXX] (amount in words) shall be due within fifteen (15) calendar days of IOM’s receipt and approval of the interim report as described in Article 7, subject to IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following Project activities:
- (i) [list deliverables tied to this payment]
- (ii) ...
- (iii) ...
- (c) The final instalment in the maximum amount of [Currency code] XXX (Amount in words), not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of payment instalments already transferred by IOM, shall be due within fifteen (15) calendar days of completion of the Project, subject to IOM’s receipt and approval of the final report as described in Article 7, IOM’s receipt of request for payment and IOM’s verification of successful completion of all Project activities.
- (d) If at the end of the reporting period covered by an interim report, less than 70% (seventy per cent) of the previous instalments provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalments, unless the Implementing Partner justifies with a project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.
- 6.3 Any excess funds received by the Implementing Partner under this agreement which are reported in the final financial report by the Implementing Partner as not utilized for project implementation purposes shall be returned to IOM no later than the date of submission of the final report.
- 6.4 All payables under this agreement are due in [currency code]. *[In case the payment is requested by the partner in local currency and that is different from the currency of the budget, please add the following wording:]* IOM will convert the [contract currency] payable to [local currency] using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) applicable on the date when IOM initiates the payment.

6.5 Payment shall be made by bank transfer in [Name of currency] (Currency code) to the following bank account:

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

6.6 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM's designated representative or the competent bodies of the funding Donor(s) of the Project at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit or reproduction. On request, employees of the Implementing Partner shall be available for interviews.

6.7 Any expenses found ineligible under the terms of this Agreement by IOM or by the funding Donor(s) of the project, shall be returned to IOM within 30 days from IOM's written notification on the ineligibility of the expenses.

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

7. Reporting

7.1 Financial Report

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

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

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

Interim Report	Reporting Due Date	Reporting Period
1 st Interim Report	e.g. 30 June 201X	
2 nd Interim Report	e.g. 31 December 201X	
3 rd Interim Report	e.g. 30 June 201Y	

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

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

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

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

7.2 Narrative Report

7.2.1 Interim narrative report(s) shall accompany each interim financial report. The interim narrative report(s) shall cover the activities performed and the results obtained by the Project during the relevant reporting period. The report(s) shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies.

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

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

8. Warranties

8.1 The Implementing Partner warrants that:

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

- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Implementing Partner will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Implementing Partner shall ensure that this requirement is included in all subcontracts.

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

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

8.3 The Implementing Partner further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions;
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel;
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries;

- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;
 - (d) Ensure that the SEA provisions are included in all subcontracts;
 - (e) Adhere to above commitments at all times;
- 8.4 The Implementing Partner expressly acknowledges and agrees that breach by the Implementing Partner, or by any of the Implementing Partner's employees, contractors, subcontractors or agents, of any provision contained in Articles 8.1, 8.2 or 8.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Implementing Partner all losses suffered by IOM in connection with such breach.

9. Assignment/Subcontracting

- 9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Partner without approval in writing by IOM may be cause for termination of the Agreement.
- 9.2 Notwithstanding such written approval from IOM, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Implementing Partner shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Implementing Partner remains liable as primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

10. Procurement Rules

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

- 10.4 The Implementing Partner shall maintain auditable records documenting in detail the tendering, contracting, receipt and use of goods, services and works procured under this Agreement.
- 10.5 IOM may conduct spot-checks of any procurement case file at any time and request to see documentation verifying that the procurement procedures of the Implementing Partner correspond to the standards set out in this Article.
- 10.6 In the event of failure to comply with the provisions of this Article, the relevant costs may be declared ineligible.

11. Delays, Defaults and Force Majeure

- 11.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document, it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 11.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 11.3 As soon as possible after the occurrence of a *force majeure* event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the *force majeure* event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of *force majeure*, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 11.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing Partner is unable to perform its obligations under the Agreement by reason of *force majeure*. In the event of such suspension or termination, the provisions of Article 21 (Termination) shall apply.

12. Independent Contractor

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

13. Confidentiality

- 13.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles (Annex C) in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 13.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Implementing Partner and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Implementing Partner and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any

initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

- 13.3 IOM in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:
- IOM: XM-DAC-47066
 - Implementing Partner:

14. Intellectual Property

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

15. Notices

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

International Organization for Migration (IOM)

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

[IOM's address]

Email: [IOM's email address]

[Full name of the Implementing Partner]

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

[Implementing Partner's address]

Email: [Implementing Partner's email address]

16. Dispute Resolution

- 16.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 16.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 16.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 16.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be

pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

17. Use of IOM Name, Abbreviation and Emblem

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

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

18. Status of IOM

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

19. Indemnity

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

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

20. Waiver

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

21. Termination

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

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

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

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

22. Severability

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

23. Entire Agreement

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

24. Final Clauses

24.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 21.

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

25. Special Provisions (Optional)

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

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

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

For and on behalf of
The International Organization for Migration

For and on behalf of
[Name of Implementing Partner]

Signature

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place:

