

IOM office-specific Ref. No.	
IOM Project Code	

**LONG TERM AGREEMENT FOR [TYPE OF SERVICES]
between the
International Organization for Migration
and
[Name of the Service Provider]**

This Long Term Agreement for the Recurring Provision of Services 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 Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from [starting date] to [end date].
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
 - (a) **Annex A** - Terms of Reference
 - (b) **Annex B** - Price Schedule;
 - (c) **Annex C** - Sample Purchase Order
 - (d) **Annex D** - IOM Terms and Conditions for European Union Funded Service Type Agreements

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

2. Services

- 2.1 The Service Provider agrees to provide to IOM the following services (the “**Services**”) when requested by Purchase Order (sample attached as Annex C) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each service in the Price Schedule in Annex B, in accordance with the Terms of Reference in Annex C and in line with the delivery schedule outlined by each Purchase Order:

[Outline services to be provided. Where relevant, include location and any other requirements for the services to be provided. List all the offered services and deliverables. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

- 2.2 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

- 2.3 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties.
- 2.4 IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.
- 2.5 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.6 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 The total Service Fee for each request of Services under this Agreement is determined by each PO in accordance with the rates indicated in Annex B (the “**Service Fee**”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services in accordance with this Agreement and the relevant Purchase Order. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]
- 3.3 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice.
- 3.4 Payment shall be made in [Currency code] by [bank transfer] 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.

- 3.5 The Service Fee specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.
- 3.7 The Price Schedule (Annex B) shall remain valid for a period of at least [enter period, not less than one year].
- 3.8 The Service Provider certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar services within similar circumstances.
- 3.9 After the minimum period in Article 3.7, the Parties may agree on a price adjustment to the Services subject to the following:
- 3.9.1 In the event of a price increase, the Service Provider may submit a written request to IOM to increase some or all price rates of the Services based on the [specify applicable price index], together with supporting documents showing that the Service Provider has incurred an increase in its actual cost. The acceptance of the supporting documents, including the [price index], to demonstrate actual increases in cost shall be at IOM's sole discretion. Should the price increase be accepted, the Parties shall sign an amendment to the Agreement.
- 3.9.2 There shall be no increase in price within one (1) year from the date of the last price adjustment, unless otherwise agreed by the Parties in writing.
- 3.9.3 In the event of a price decrease, pursuant to notification by the Service Provider to IOM or pursuant to IOM's request based on the prevailing price under the [price index], the Parties shall sign an amendment to the Agreement.

4. Performance Security

- 4.1 If required by IOM, the Service Provider shall provide IOM with a performance security (the "**Performance Security**") in an amount equivalent to [10 (ten)] per cent of the Service Fee, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 4.2 The Performance Security shall serve as the guarantee for the Service Provider's satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Service Provider's liability to IOM, in the event of breach of this Agreement by the Service Provider. The Performance Security shall be effective until 30 (thirty) days from the completion of Service Provider's obligations under relevant Purchase Order following which it will be released by IOM.

5. Warranties

- 5.1 The Service Provider warrants that:
- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;

- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It 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 Service Provider 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 Services are provided under this Agreement;
- (i) The Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- (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 Service Provider 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 Service Provider 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 and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or 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 Service Provider shall ensure that this requirement is included in all subcontracts.

5.2 The Service Provider 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

- (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 Service Provider 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.

5.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.1, 5.2 or 5.3 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 Service Provider all losses suffered by IOM in connection with such breach.

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

6. Assignment and Subcontracting

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

6.2 Notwithstanding such written approval from IOM, the Service Provider 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 Service Provider 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 Service Provider remains liable as a 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.

7. Delays, Defaults and Force Majeure

- 7.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in any Purchase Order, IOM reserves the right to:
- (a) Terminate the Purchase Order without liability by giving immediate notice, and to charge the Service Provider any loss incurred as a result of the Service Provider's failure to provide the Services within the time specified; or
 - (b) Charge liquidated damages equal to 0.1% (one-tenth of one per cent) of the Service Fee for every day of delay or breach of the delivery schedule by the Service Provider. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider.
- 7.2 Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 7.3 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.
- 7.4 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.
- 7.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider 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.

8. Independent Contractor

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

9. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

10. Confidentiality

- 10.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 10.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including the name and address of the Service Provider, 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 in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.

11. Intellectual Property

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

12. 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 Service Provider]

Attn: [Name and title/position of Service Provider's contact person]
Address: [Service Provider's address]
Email: [Service Provider's email address]

13. Dispute Resolution

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 This Article survives the expiration or termination of the present Agreement.

14. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider 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)).

15. 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 International Organization for Migration.

16. Indemnity

The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider

of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

17. Waiver

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

18. Termination

- 18.1 IOM may terminate or suspend any Purchase Order or this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Purchase Order or Agreement or the funding of IOM applicable to the Purchase Order or Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon 30 (thirty) day's written notice without having to provide any justification.
- 18.2 In the event of termination of a Purchase Order or Agreement, IOM will only pay for the Services completed in accordance with the Purchase Order or Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 18.3 In the event of any termination of a Purchase Order or Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the relevant Purchase Order or Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Purchase Order or Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 18.4 In the event of suspension of any Purchase Order or this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of the respective Purchase Order or this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of the Purchase Order or this Agreement as applicable.

19. 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.

20. 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.

21. Final Clauses

- 21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.
- 21.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

22. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flow down to IOM's Service Providers 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 Service Provider]

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

Annex X
[Title]

[Attach the Annex/es and label accordingly]