



## STANDARD TEMPLATE

# **STANDARD FORM OF AGREEMENT for Use by World Bank Borrowers**

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Delivery of Outputs by  
the International Organization for Migration  
under Bank-Financed Projects

v.1  
May 11, 2018

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## Foreword

1. This standard template “Delivery of Outputs” is the result of cooperation between the World Bank (“the Bank”<sup>1</sup>) and the International Organization for Migration (“IOM” or the “UN Partner”), an organization of the United Nations system. It should be used when IOM is engaged by the Government to provide assistance that involves multiple components and a range of inputs (goods, works, consulting, non-consulting and logistical services, cash transfers, services related to camp management, etc.) for delivery of outputs to the beneficiaries under one agreement.
2. The approval of this standard template was done by respective signatures of the World Bank Vice President for Operations Policy and Country Services and IOM’s Deputy Director General on May 11, 2018.
3. The provisions in the General Conditions section of this Agreement related to financial management and audit derive from the Financial Management Framework Agreement (FMFA) to which IOM is a co-signatory as of June 2017. Fraud and corruption provisions are based on bi-lateral Cooperation Agreement between IOM and the World Bank (2018).
4. The completion date of the Agreement cannot exceed the Project closing date.
5. The text shown in *italics* is “Notes to Users”, which provide guidance to the implementing entity of the Borrower and to the IOM task team in preparing a specific Agreement. These *italicized Notes* should be deleted from the final version prior to signing of the Agreement.
6. Those wishing to submit comments or questions on this document, or obtain guidance on the use of this template, shall contact: [unagencies@worldbank.org](mailto:unagencies@worldbank.org).
7. For questions or guidance concerning IOM, please contact:

International Organization for Migration (IOM)  
17 Route des Morillons  
1218 Grand-Saconnex  
Switzerland  
e-mail: drd@iom.int

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<sup>1</sup> References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

*The Agreement form for use by Borrowers starts from the next page*

*Public disclosure is authorized after the signing*

**AGREEMENT  
FOR DELIVERY OF OUTPUTS**  
**[add the title of the assignment – optional]**

**Project Name<sup>2</sup>** \_\_\_\_\_  
**Loan/Credit/Grant No.** \_\_\_\_\_

**Reference No.** [as per Project Procurement Plan]  
**IOM Reference No.<sup>3</sup>** \_\_\_\_\_

**Project Closing Date** \_\_\_\_\_  
**Financing Agreement<sup>4</sup> Closing Date:** [date/month/year]

**Completion<sup>5</sup> date for IOM:** \_\_\_\_\_

**between**

**THE GOVERNMENT OF [country name]**

**and the**

**INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)**

**IOM Logo**

**Country logo**

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<sup>2</sup> [Note to Users: “Project Name” refers to the project title as stated in the legal agreement (Financing Agreement) between the World Bank and the Government. It should not be confused with the name of the UN Agency’s project or programme financed from other sources.]

<sup>3</sup> For IOM, it refers to IOM LEG approval code

<sup>4</sup> [Note to Users: “Financing Agreement” is a legal agreement between the World Bank and the Government.]

<sup>5</sup> The Completion Date is the date of operational completion by IOM (the end date of the implementation period), including the delivery of all deliverables under this Agreement. The Completion Date must be at least three (3) months prior to the Bank Project’s closing date with the Government to ensure that IOM has sufficient time for the financial closure and issuance of the Final Certified Statement prior to the Financing Agreement’s closing date.

## FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between THE GOVERNMENT OF [*UN official country name*] by and through its [*Ministry of/implementing entity*] (the “Government”), and the **INTERNATIONAL ORGANIZATION FOR MIGRATION**, an organization of the United Nations system, having its headquarters at 17 route des Morillons, C.P.71 CH-1211, Geneva 19, Switzerland (“IOM” or the “UN Partner”, together with the Government, the “Parties” and each a “Party”).

### WHEREAS

- A. IOM, as the UN Migration Agency and a related organization of the United Nations system, is committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants. IOM and the Government have agreed to cooperate in respect of the formulation, adoption and implementation of the Government’s policies and initiatives of [*name of country*] related to the areas of intervention of IOM.
- B. The Government, working with its development partners, including IOM and the World Bank <sup>6</sup> (the “Bank”), is implementing [*insert Project’s name*] (the “Project”). The Government has received funds from the Bank (the “Financing”) towards the cost of the Project pursuant to a legal agreement for the Project (the “Financing Agreement”).
- C. As part of Project implementation, the Government has asked IOM, and IOM has agreed, to deliver the outputs, as set forth in **Annex I** to this Agreement (“Outputs”).

**NOW, THEREFORE**, the Parties agree as follows:

- 1. The Government intends to apply a portion of the proceeds of the Financing in the amount of United States Dollars [*insert amount in words*] (USD [*insert amount in figures*]) (the “Total Funding Ceiling”), to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement) calculated in **Annex II** on the basis of deliverables and the timeline agreed by the Parties in **Annex I**.
- 2. This Agreement is signed and executed in English, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language.

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<sup>6</sup> References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

3. This Agreement becomes effective on the date of its last signature (the “Effective Date”), and will remain effective until [*insert date*] (the “Completion Date”)<sup>7</sup>, unless otherwise agreed by the Parties in writing. Technical Assistance shall be operationally completed by the Completion Date. The financial closure and final financial report must be completed not later than six (6) months thereafter.
4. The Government designates [*insert the name and title*] and IOM designates [*insert the name and title*] as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as following:
  - Government representative: [*insert phone, e-mail and postal address*]
  - IOM representative: [*insert phone, e-mail and postal address*]
5. For Project’s coordination purposes, the Bank’s staff contact information are as follows:
  - Bank Task Team Leader: [*insert the name, phone and e-mail*]
6. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the [*insert the full official name of Privileges and Immunities Agreement with signature date*] (the “Basic Agreement”). If IOM and the Government have not concluded a privileges and immunities agreement, the Government agrees to apply to IOM, its Staff and assets, the provisions of sections 3 to 30 of the 1947 Convention on the Privileges and Immunities of the Specialized Agencies (the “Convention”) and provisions 2 and 3 of annex I of the Convention. The Government shall grant the same privileges and immunities contained in the Convention to Consultants, other non-staff, and Contractors and their personnel performing services for IOM in connection with the execution of the Agreement. In case IOM and the Government have not concluded a privilege and immunities agreement, the above constitutes the Basic Agreement.
7. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of IOM, including under the Basic Agreement, the Convention, or otherwise.
8. The Government confirms that no official of IOM has received or will be offered by the Government any benefit arising from this Agreement. IOM confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
9. The following documents form an integral part of this Agreement:
  - (a) General Conditions of Agreement

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<sup>7</sup> The Completion Date is the date of operational completion by IOM (the end date of the implementation period), including the delivery of all deliverables under this Agreement. The Completion Date must be at least three (3) months prior to the Bank Project’s closing date in order to ensure that IOM has sufficient time for the financial closure and issuance of the Final Certified Statement prior to the Financing Agreement’s closing date.

(b) Annexes:

Annex I: Deliverables and Outputs

Annex II: Total Funding Ceiling and Payment Schedule

Annex III: Reporting Requirements

Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

Annex V: Cost of IOM Services

10. IOM payment details are as follows:

By bank wire transfer:	
<b>IOM Reference:</b> [Country]-Outputs Agreement [Contract Number]	
ACCOUNT NAME:	IOM Geneva
CURRENCY	USD
BANK NAME	XXXXXXX
BANK ADDRESS	XXXXXXXXXXXXXXXXXXXX
ACCOUNT NUMBER	XXXXXXXXXXXX
SWIFT/BIC	XXXXXXXXXXXX
ABA/BANK CODE	XXXXXXXXXXXX

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

<b>The Government of [_____]</b>	<b>The International Organization for Migration</b>
By: [signature]	By: [signature]
Name: [_____]	Name: [_____]
Title: [_____]	Title: [_____]
Date: [date/month in words/year]	Date: [date/month in words/year]

The text of the clauses in these General Conditions of Agreement shall not be modified

## GENERAL CONDITIONS OF AGREEMENT

### DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:
  - (a) “Staff” means an individual who holds an employment contract with the UN Partner or is on loan to the UN Partner from another UN organization or specialized agency under the terms of *the Inter-organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations* applying the UN Common System of Salaries and Allowances;
  - (b) “Consultant” means an individual who has signed a consultancy contract with the UN Partner;
  - (c) “Contractor” means a legal entity supplying goods, works, or services to the UN Partner under a contract concluded according to the UN Partner’s regulations, rules, policies and procedures. When applicable, the term also includes “implementing partners” or “partner organizations” as defined and/or used in the UN Partner’s regulations, rules, policies and procedures;
  - (d) “Day” means business day, unless otherwise stated;
  - (e) “Direct Cost” means the actual cost of the UN Partner that can be directly traced to the deliverables set forth in **Annex I**;
  - (f) “Indirect Cost” means the costs incurred by the UN Partner as a function of and in support of the Technical Assistance, which cannot be traced unequivocally to the Technical Assistance. The rate applicable to this Agreement is stated in **Annex V**;
  - (g) “Technical Assistance” means the advisory services and related activities, including training, to be carried out by the UN Partner pursuant to this Agreement and as described in **Annex I**; and
  - (h) “Financing Agreement” means a legal agreement entered into by the Government and the Bank to finance the Government-implemented Project.

## SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:
  - (a) deliver the Outputs within the scope and in accordance with the timetable and such level of input as detailed in **Annex I** (the “Work Plan”); and
  - (b) keep the Government informed on the progress of the activities towards Delivery of Outputs by timely submission of the reports, in accordance with this Agreement (the “Progress Reports”) and as detailed in **Annex III**.
3. The Government agrees to:
  - (a) make timely and complete payment to the UN Partner of all amounts (either directly or by authorizing the Bank to pay on the Government’s behalf) due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule defined in **Annex II** (the “Payment Schedule”);
  - (b) provide all required support to the UN Partner for the purpose of implementing the activities under this Agreement, including the granting, obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals related to any supplies; furnishing powers of attorney or authorizations to the UN Partner and cooperating with the UN Partner in a timely and expeditious manner; and
  - (c) deal with any claim arising from the execution of this Agreement, which may be brought by third parties against the UN Partner or its Staff, Consultants, and Contractors, and shall hold them harmless in respect of any such claim or liability, unless the Government and the UN Partner should agree that the claim or liability arises from gross negligence or willful misconduct on the part of said Staff, Consultants or Contractors.
4. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex IV**.
5. The Parties acknowledge that the level of required inputs and the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement to achieve the agreed Outputs.

## TOTAL FUNDING CEILING AND PAYMENTS

6. Calculations of the Total Funding Ceiling are provided in **Annex II**. The Total Funding Ceiling includes Direct Costs and Indirect Costs of the UN Partner, explained in **Annex V**.
7. Cumulative payments under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in response to the Government’s request. The UN Partner takes note that the

Government's disbursements under this Agreement are subject, in all respect, to the terms and conditions of the Financing Agreement and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

8. The payments under this Agreement shall be made in accordance with the Payment Schedule.
9. The Government will make payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer, within ten (10) days of receiving the payment request from the UN Partner. All payments will be made in United States dollars.
10. The UN Partner will administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
11. The UN Partner will maintain a separate identifiable project account ("Account") to which all UN Partner receipts, income and expenditures for the purposes of this Agreement will be recorded. The Account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's regulations, rules, policies and procedures. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the External Auditors of the UN Partner are appointed by and report to the UN Partner's policy-making organ. Throughout the term of this Agreement, the UN Partner will ensure that its audited accounts, including the External Auditors' Opinion are posted on its website within ten (10) days of their becoming public documents by reason of being presented to the UN Partner's policy-making organ.
12. In the event that the final certified financial statement to be provided under **Annex III** (the "Final Certified Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
13. The UN Partner shall not be required to commence or continue the provision of the Technical Assistance until the UN Partner has received the payments due in accordance with the Payment Schedule and it shall not be required to assume any liability in excess of such payments.
14. Payments to the UN Partner shall not prejudice the Government's right to dispute any amount claimed by the UN Partner and to adjust any future payment by the amount in dispute and inform the UN Partner accordingly. In such case, the Government will promptly notify the UN Partner and the Bank to arrive at a mutually acceptable solution.

## TERMS OF DELIVERY OF OUTPUTS

15. **Standard of Performance.** The UN Partner will carry out its obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.
16. **Procurement of Inputs.** All inputs required for the Delivery of Outputs will be undertaken in accordance with the terms of this Agreement and the UN Partner's regulations, rules, policies and procedures. Any delegation or assignment of such procurement to another UN organization or any third party or an implementing partner shall be disclosed in **Annex II**. The UN Partner is responsible for the importation, including customs clearance, of any inputs required for the Delivery of Outputs under this Agreement, unless otherwise agreed by both Parties in writing.
17. **Pharmaceuticals and other health commodities required as inputs:**
- (a) Pharmaceuticals and other health supplies purchased under this Agreement shall be procured pursuant to the UN Partner's standard contracting practices, which, at minimum, shall specify that, upon dispatch by the UN Partner's supplier, such supplies have a shelf life of not less than the standard period established by the World Health Organization ("WHO"), or as otherwise agreed by the Parties; and
  - (b) Pharmaceuticals and other health supplies will be accompanied by the required documents stipulated in the purchase order (e.g. Certificate of analysis, Certificate of Conformity, Certificate of Origin, Release Certificate etc.) where feasible.
  - (c) Medical waste disposal is guided by "WHO Safe Management of Wastes from Health-care Activities".
18. **Infrastructure works required as inputs.** In the event that the scope of work set out in **Annex I** involves the undertaking by the UN Partner of any infrastructure activities, the following provisions shall also apply:
- (a) **Taking Over and Final Completion:** The Government shall take the immediate possession upon issuance of the taking over certificate issued by the UN Partner upon completion of works;
  - (b) **Environmental Management:** The UN Partner shall, while delivering the Outputs, act in accordance with the UN Partner and Government's environmental requirements to the extent possible to ensure that all aspects of works are, implemented in an environmentally responsible and sustainable manner; and
  - (c) **Design:** In the event that the UN Partner is responsible for any or all of the design aspects, the UN Partner shall, in consultation with the Government, determine the appropriate design standards to be applied, with reference to

relevant national standards and the UN Partner's regulations, rules, policies and procedures.

19. ***Use of Inputs.*** The UN Partner shall use procured inputs only for the purpose of Delivering the Outputs set out in **Annex I**.
20. The UN Partner is responsible for engaging qualified Staff, Consultants, other non-staff or Contractors as, in the UN Partner's judgement are required to successfully deliver the Outputs.
21. The UN Partner shall remain fully responsible for the delivery of Outputs. The hiring and contracting of any Staff, Consultant, other non-staff or Contractor by the UN Partner in connection with this Agreement will be done according to the UN Partner's regulations, rules, policies and procedures, and bearing in mind the considerations and requirements of the Bank that are listed below:
  - (a) Prohibition of Conflicting Activities. The Staff, Consultant, other non-staff or Contractor shall not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Partner.
  - (b) Disqualification from Related Contracts. During the term of this Agreement and after its Early Termination or Completion, the Government will disqualify the former Staff, Consultants and Contractors and any party affiliated with any of them from providing goods, works, or services (other than consulting services to be provided by former Staff or Consultants) resulting from, or directly related to, the activities under this Agreement, and shall not hire them for any assignment that, by its nature, may be in conflict with this Agreement.
  - (c) Hiring Government Institutions or Government Officials. The UN Partner shall not hire any official or civil servant of the Government's country as a Consultant or other non-staff or a Government institution or any Government-owned enterprise as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such hiring or contracting meets the Bank's eligibility requirements under applicable procurement rules.
22. If the Government reasonably concludes that: (i) any member of the UN Partner's team as included in **Annex I** has engaged in serious misconduct; or (ii) the performance of any of the team members is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Partner specifying the grounds therefore. If, after receiving the Government's written request, the UN Partner investigates the alleged misconduct or reviews the alleged unsatisfactory performance and concludes that the misconduct and/or the dissatisfaction with the performance of the team member justifies his/her replacement, the UN Partner will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to the UN Partner's regulations, rules, policies and procedures.

23. **Transfer of ownership; Warranties.** As relevant, upon completion of this Agreement, the Parties shall agree on the timing and modality of the transfer of ownership of any equipment that was fully financed under this Agreement, including vehicles, as well as transfer of any warranties to the Government. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

### **INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS**

24. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Partner under this Agreement shall belong to the UN Partner. The UN Partner herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sublicense), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights for non-commercial purpose. The Government will inform the UN Partner of such sublicenses and transfers.

### **INSURANCE**

25. Throughout the execution of this Agreement and in relation to the delivery of Outputs under this Agreement the UN Partner shall:
- (a) maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;
  - (b) maintain appropriate cargo insurance against loss of or damage to supplies and equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Government;
  - (c) with regard to Staff, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of the UN Partner; and maintain malicious acts insurance;
  - (d) with regards to Consultants and other non-staff, ensure that they carry their own insurance with respect to injury, sickness or death while performing services on behalf of the UN Partner, as well as that they maintain malicious acts insurance.
26. The cost of insurance is deemed included in the Total Funding Ceiling.

### **REPORTING**

27. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's

financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for corresponding deliverables.

28. The UN Partner will provide written Progress and Financial Reports to assist the Government in monitoring implementation progress towards delivery of Outputs , and the remaining balance under the Total Funding Ceiling. The frequency of the reporting and the reporting template is set out in **Annex III**.
29. Upon request from the Government and following consultations between the UN Partner and the Government, the UN Partner may, subject to the UN single audit principle, furnish supplemental information or documentation to provide additional details.

### **FORCE MAJEURE**

30. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of a similar nature or force.

### **FRAUD AND CORRUPTION PREVENTION**

31. In the event that the Government, becomes aware of information that indicates the need for further scrutiny of the implementation of the Delivery of Outputs or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the Government will promptly notify the UN Partner and the Bank.
32. The UN Partner will discuss the information with the Bank in accordance with the Cooperation Agreement between the Bank and the UN Partner dated May 11, 2018 (the “Cooperation Agreement”) to agree on the course of action, including investigation and/or recovery of amounts pertaining to this Agreement.
33. To the extent consistent with the UN Partner’s accountability and oversight framework, including its regulations, rules, policies and procedures, the UN Partner will inform the Government of the results of the implementation of actions taken, including where relevant, details of any recovered amounts pertaining to this Agreement. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the project code, or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.

34. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; it is being understood that “third party” does not include the UN Partner. In the case that the UN Partner and the Bank agree that the investigation will be done by the Bank, such investigation will be conducted accordance with the Bank’s standard rules, policies, and procedures, including those regarding information confidentiality.
35. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement, to disclose to the UN Partner whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group<sup>8</sup>. The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the Delivery of Outputs under this Agreement.
- (b) If the UN Partner intends to issue a contract in connection with the provision of any of the activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner’s decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.
- (c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under Paragraph 35(b)(iii), shall be used to defray the amounts requested by the UN Partner in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.

## **SETTLEMENT OF DISPUTES BETWEEN THE PARTIES**

36. This Agreement shall be governed by general principles of international law, arbitration which shall be deemed to include the UNIDROIT Principles of International Commercial Contracts (2010). Any dispute, controversy or claim arising out of or relating to this Agreement, if not settled by negotiation, conciliation or other agreed mode of settlement, shall be subject, at the request

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<sup>8</sup> [www.worldbank.org/debarr](http://www.worldbank.org/debarr).

of either Party, to in accordance with the United Nations Commission on International Trade Law (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 award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final and binding adjudication of the dispute. The arbitration panel shall have no authority to award punitive damages. This paragraph survives the expiration or Termination of the Agreement.

### **EARLY TERMINATION**

37. This Agreement may be terminated prior to the Completion Date (“Early Termination”) by either Party upon thirty (30) calendar days’ written notice to the other in the following circumstances:
- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances related to the worsened security situation in the country it can no longer implement the activities under the Agreement;
  - (b) The UN Partner does not receive payment of the full amount set forth in the invoice submitted in accordance with **Annex II** and that is not disputed by the Government, within thirty (30) calendar days of the date of such invoice;
  - (c) Either Party is in breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.
38. The obligations assumed by the Parties under this Agreement will survive Early Termination to the extent necessary to permit an orderly conclusion of all activities and settlement of accounts between the Parties. Upon receipt by one Party of the other Party’s written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN Partner to submit the final Progress Report and the Final Certified Financial Statement, and settle any outstanding payments by not later than the Financing Agreement Closing Date.

### **MISCELLANEOUS**

39. **Records keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner’s documents retention policy.

40. **Relationship between the Parties.** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
41. **Headings.** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.
42. **Notices.** Notices will be deemed “received” as follows:
- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement of receipt;
  - (b) in the case of registered mail, fourteen (14) days after being sent; and
  - (c) in the case of electronic communications, 48 hours following confirmed transmission.
43. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.
44. **Modifications.** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.
45. **Amendments.** Substantial revisions regarding: (a) the key deliverables (outputs) as set forth in **Annex I**; or (b) extension of the Completion Date or Early Termination, or (c) the Total Funding Ceiling, may be done only by a signed written amendment by the Parties. Such amendment becomes effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved the amendment.

**DESCRIPTION OF OUTPUTS AND WORK PLAN**

*Notes: This Annex shall be based on the IOM “Project Proposal” document prepared by IOM for the Government and aimed to facilitate the Parties’ discussion regarding entering into this Agreement.*

*Description of the scope of work shall include the following:*

**I. Summary** *[brief overview, including the context and the need. Corresponds to section “Summary” of the standard IOM “Project Proposal” template]*

**1.1. Objectives** *[describe how the activities will achieve the key outputs, and how outputs are likely to influence the achievement of the Project’s outcomes/development objectives]*

**II. Description** *[corresponds relevant to this Agreement parts of section #2 “Project Description”, section #4 “Monitoring” and section #5 “Evaluation” of standard IOM “Project Proposal” template]*

**III. Agreed Activities, Deliverables/Outputs and the Timeline**

*[corresponds to section #6 “Results Matrix” in standard IOM “Project Proposal” template]*

*Outputs/Deliverables 1: [insert description]*

*Activity1.1 [Description of main activities (or tasks) to be carried out by IOM, i.e. content and duration, phasing and interrelations, milestones, and location of performance]*

*Activity 1.2.....*

*[Note: Reporting requirements for the activities described in this Annex I shall be included in Annex III]*

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<sup>10</sup> In case the Annexes in this Agreement include information protected under the applicable private information protection laws, the Government and IOM shall agree on the redacted version of the signed Agreement that would be available for public disclosure.

**IV. Work Plan**

[Shall be consistent with the technical approach and methodology described above]

N°	Activity	Months					
		1	2	3	4	5	...
1	Deliverable 1. Mobilization of the team (Inception Report, if applicable)						
1.1	Activity 1 [ <i>include and plan for mobilization phase – especially if IOM needs to select outsourced services or contract Consultants</i> ]						
1.2	Activity 2						
2	Deliverable 2						
2.1	Activity 1						
n	Progress Report (frequency per Annex III)						
	Final Certified Financial Statement						X

## TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

## I. Total Funding Ceiling

Item	Annual budget breakdown (USD)			Total Cost (USD)
	Year1	Year2	Year3	
<b>OUTCOME 1 - XXX</b>				
<b>Output 1.1 - XXX</b>				
A. Staff Cost				-
B. Office Cost				-
C. Operational Cost				-
<b>SUBTOTAL Output 1.1</b>	-	-	-	-
<b>Output 1.2 - XXX</b>				
A. Staff Cost				-
B. Office Cost				-
C. Operational Cost				-
<b>SUBTOTAL Output 1.2</b>	-	-	-	-
<b>OUTCOME 2 - XXX</b>				
<b>Output 2.1 - XXX</b>				
A. Staff Cost				-
B. Office Cost				-
C. Operational Cost				-
<b>SUBTOTAL Output 2.1</b>	-	-	-	-
<b>CROSS-CUTTING COST</b>				
A. Staff Cost				-
B. Office Cost				-
C. Operational Cost				-
<b>SUBTOTAL CROSS-CUTTING COST</b>	-	-	-	-
<b>MONITORING AND EVALUATION</b>				
D. M&E				-
<b>SUBTOTAL MONITORING AND EVALUATION</b>	-	-	-	-
<b>TOTAL DIRECT COST</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Indirect cost (7%)		-	-	-
<b>GRAND TOTAL FUNDING CEILING</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

*Notes to Table:*

- a) Staff costs include cost of salaries and other staff entitlements of IOM staff in all staff categories required for project implementation and allocated according to IOM's projectization policy.

- b) *Office costs include office costs required to implement the project activities, including amongst others office rental, utilities, equipment, supplies and consumables, vehicles, security costs including costs related to implementing Minimum Operating Security Standards (MOSS), communications, office equipment, IT hardware, software licenses, financial costs, staff travel and subsistence, insurance and other office expenses required for project implementation and allocated according to IOM's projectization policy.*
- c) *Operational costs are expenses required for implementing the project activities which are included in Annex I of this Agreement and not already accounted for under the staff and office cost category. Amongst other types of expenses, operational costs include the cost of trainings, workshops and meetings, transfers to implementing partners, contracted services, direct assistance to migrants including those related to Cash Based Interventions, cost of procurement, transportation, storage and delivery of goods, services and supplies, cost of medical and transportation assistance, construction costs, activity specific security cost, visibility cost and other costs as applicable.*
- d) *Monitoring and Evaluation costs shall be budgeted for according to IOM's relevant policies.*
- e) *The time periods used in the table correspond to the reporting periods and the pre-payment installments. The time periods used should be usually 12 months.*

IOM shall indicate if any part of this Agreement is delegated to another UN organization, third party or an implementing partner(s): "Yes/No". [If Yes, IOM to provide the details]

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## II. Payment Schedule

[Instruction to Users:

1. *For Agreements of short duration (for example, less than 12 months), the payment of the Total Funding Ceiling can be made in one tranche upon signature.*
2. *For Agreements of longer than 12 months duration (normally the following payments schedule is used; for exceptions, please seek advice from [unagencies@worldbank.org](mailto:unagencies@worldbank.org) and [drd@iom.int](mailto:drd@iom.int):*
  - 1<sup>st</sup> payment – [USD.....]

*[If both **Annex I** and **II** are sufficiently detailed, the budget estimate shown in **Annex II (Table I)** for the first reporting period shall be used as the first lump sum payment;*

*If **Annex I** (detailed list of activities) and/or **Annex II** (Work Plan with the breakdown of budget by deliverables and activities) are not prepared in detail at the time of signature and are expected to be submitted in the Inception Report: normally up to 20 percent of the budget estimated for the first twelve months period is paid upon signature as an advance payment] Additional advance payment ensuring pre-*

*financing for the first reporting period shall be provided upon submitting the detailed Annex I and Annex II with the inception report*

- subsequent payments for deliverables set up in **Annex I** are made on the basis of the Progress Reports, including the financial report with the refined budget estimates for the next reporting period shown in **Table I** in **Annex II**.
- 3.** All payments are made on the basis of IOM invoice (payment request) to the Government with a copy to the Bank, as per Paragraph 9 of the Agreement.

*Any advance payments will be accounted for in the last payment.*

*All payments under this Agreement shall be made within the validity period of the Financing Agreement. Under no circumstances can payments be made after the Financing Agreement Closing Date.*



## REPORTING REQUIREMENTS

IOM shall submit the following reports for the Deliverables agreed in **Annex I**, with a copy to the Bank:

**1. if the Inception Report is used, include:**

- (a) any information missing in **Annex I** at the time of Agreement signing, detailed mobilization arrangements, complete description of all activities required for the key deliverables, complete Work Plan to ensure timely start-up and on-time completion of the implementation of this Agreement;
- (b) the Payment Request that is based on the Payment Schedule of **Annex II**.

**2. *Progress Reports:***

*Frequency of the reports should be aligned with the Payment Schedule in Annex II. Each report shall include:*

- (a) Narrative summary of the status of activities to demonstrate the progress towards the agreed Deliverables and the linkage between the payments made under this Agreement and deliverables, outputs or results in **Annex I** [*IOM Project Narrative Reporting Template, incl. Results Matrix, can be used for this purpose*];
- (b) Interim financial reporting on the use of funds and the Payment Request for the next installment signed by an authorized IOM staff in charge of Delivery of Outputs (a sample format is provided below);
- (c) In the case of the final Progress Report upon Completion or Early Termination, a consolidated financial summary on the use of funds for deliverables set forth in **Annex I**, offset of any paid advances, and any uncommitted balances to be refunded shall be included. The Government will consult with the Bank and will provide IOM with the payment instructions.

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made by IOM to the third parties in other currencies according to IOM's policies.

The final Progress Report shall include a financial statement signed by an authorized official of the UN Partner:

“We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. All documentation authenticating these expenditures has been retained by IOM in accordance with its document retention policy and will be available to IOM's External Auditors for examination in the course of the audit of IOM's Financial Statements.”

## Sample of Financial Report Template



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

			USD	
CONTRIBUTIONS	Prior period	Current period	TOTAL	
Donor [date of contribution]			0	
Donor [date of contribution]			0	
<b>Total resources</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<hr/>				
EXPENSES	Budget	Prior period	Current period	TOTAL
<b>OUTCOME 1- XXX</b>				
<b>Output 1.1 - XXX</b>				
Staff expenses				0
Office expenses				0
Operational expenses				0
<b>Subtotal - Output 1.1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Output 1.2 - XXX</b>				
Staff expenses				0
Office expenses				0
Operational expenses				0
<b>Subtotal - Output 1.2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OUTCOME 2- XXX</b>				
<b>Output 2.2 - XXX</b>				
Staff expenses				0
Office expenses				0
Operational expenses				0
<b>Subtotal - Output 2.2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Cross-cutting expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Monitoring and evaluation expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<hr/>				
<b>Subtotal direct expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Indirect cost (7%)	0	0	0	0
<b>Total expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Balance of resources carried forward/due to IOM at [date]

USD     0

*As the responsible project manager, I certify that the financial and narrative reports are correctly stated in accordance with IOM internal rules and procedures.*

IOM Project ID: XX.XXXX  
 IOM Endorsement no : XXXX.XXX

\_\_\_\_\_  
 [Project Manager's name]  
 [Project Manager's title]  
 [Place, day/month/year]

## ANNEX IV

**COUNTERPART STAFF, SERVICES, FACILITIES AND PROPERTY TO BE PROVIDED BY THE GOVERNMENT**

The Parties agree that the Government commits to provide, at its own expense and at no cost to IOM, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with IOM team): *[include the list of names, titles, brief qualifications; insert "n/a" if none are provided]*
- (b) Surveys and Technical Inputs *[for example, surveys, drawings, files, maps, software, etc.; insert "n/a" if none are provided]*
- (c) Services *[for example, office cleaning, utilities, communication, etc.; insert "n/a" if none are provided]*
- (d) Facilities *[for example, office space, meeting and conference rooms, etc.; insert "n/a" if none are provided]*
- (e) Property *[for example, office or computer equipment, materials, vehicles, etc.; insert "n/a" if none are provided; if property is made available by the Government, pls detail arrangements as regards the property, e.g. responsibility for insurances, maintenance, spare parts, etc.]*
- (f) *[Other – insert any other inputs by the Government that do not fall under any of the above categories but are required for successful implementation of the Technical Assistance, including any tax exemption accorded by the Government in order to facilitate execution of this Agreement]*

*[The extent and timing of provision of counterpart staff and of facilities should be agreed upon and included in this Annex.]*



**COST OF IOM's SERVICES**

1. Full cost comprises Direct Cost and Indirect Cost.
2. Direct Cost calculations are shown as line items in the Total Funding Ceiling calculations in **Annex II**.
3. Indirect Cost applicable to this Agreement is 7 percent and is a standard project overhead rate according to the IOM's Council Resolution.