

LEG D.1. MODEL SUPPLY AGREEMENT

NOTE: All Directors/CoMs/HoOs are accountable and responsible for personally ensuring that the instructions in IN/99 Rev. 2 on *Delegation of Authority for Concluding Contracts and Agreements* (“IN 99 Rev 2”) as amended by IN 284 on *Changes to Procurement, Implementing Partners Selection and Related Contracting Procedures* (“IN 284”) are followed. In case of uncertainty whether the proposed contract fully aligns with an IOM template or previously approved terms and conditions, please refer the draft contract to LEG Contract Law Division (LEG CR) for advice.

Per Article 2.7 of IN 284, there is no need to refer this Agreement to LEG CR for a checklist code, or for review and issuance of an approval code provided that this template is used without deviation. In cases of deviation from the template or a need for a new template, please contact LEG CR for assistance and/or advice.

If subcontracting, please check the funding donor agreement for any donor requirement regarding a subcontract (i.e., use of donor’s logo, reporting requirements, anti-corruption clause or any particular provision to be inserted in a subcontract etc.) and insert in the “Special Provisions” clause any specific donor requirements which must be flown down to IOM’s subcontractors.

IOM office-specific Ref. No.	
IOM Project Code	

AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS between the International Organization for Migration and [Name of the Other Party]

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert name of office, e.g., Mission in XXX], of [insert address], represented by [insert Name, Director, CoM, HoO] (hereinafter referred to as “**IOM**”) and [Name of the Supplier], of [insert address], represented by [insert Name, Title of the representative of the Supplier] (hereinafter referred to as the the “**Supplier**”) on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Supplier agrees to provide IOM with [insert description of goods] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
 - (a) **Annex A** - Bid/Quotation Form;
 - (b) **Annex B** - Price Schedule;
 - (c) **Annex C** - Delivery Schedule and Technical Specifications;
 - (d) **Annex D** - Accepted Notice of Award (NOA);
 - (e) **Annex E** - Performance Security;
 - (f) **Annex F** – 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. Goods/Services Supplied

- 2.1. The Supplier agrees to supply the Goods to IOM in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Description	Project budget line/ WBS	Qty	Unit	Unit Price	Total

- 2.2 The Supplier agrees to supply the following incidental services (the “Services”): *[add or delete as required]*

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

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

3. Charges and Payment

- 3.1 The total price for the supply and delivery of the Goods and any Services under this Agreement is *[currency code]* *[amount in figures]* (*[amount in words, including currency]*) (the “Price”).
- 3.2 The Supplier shall invoice IOM *[upon delivery of all Goods / upon each delivery]* in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.
- 3.3 The invoice will be accompanied by the following documents: *air way bill number, shipping invoice, packing list, certificate of origin* *[add or delete as required]*
- 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:

- 3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.
- 3.6 The Supplier certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar goods and similar quantities and within similar circumstances.
- 3.7 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Price until the Supplier has completed to the satisfaction of IOM the delivery of the Goods and the Services to which those payments relate.

4. Delivery

- 4.1 The Goods shall be delivered to: [insert place of delivery] on [insert delivery date] by [insert method of delivery or refer to Delivery Schedule annexed]. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.
- 4.2 Time is of the essence in the performance of this Agreement. If the Supplier fails to make available or provide any Goods or Services within the Delivery Schedule annexed, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in this Agreement or otherwise as are customarily utilized in the trade, IOM reserves the right to:
- (a) Terminate or suspend this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
 - (b) Charge liquidated damages equal to 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier. IOM shall have the right to deduct such amount from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier.

Acceptance of goods delivered late shall not be deemed a waiver of IOM's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to deliver further goods in accordance with this Agreement.

5. Performance Security (Applicable for Contracts Over USD 300,000)

- 5.1 The Supplier shall furnish IOM with a performance security (the “**Performance Security**”) in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2 The Performance Security shall serve as the guarantee for the Supplier’s faithful 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 Supplier’s liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until [insert a date 30 days from the completion of Supplier’s obligations] following which it will be discharged by IOM.

6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.
- 6.3 IOM shall have 30 (thirty) calendar days after receipt of the Goods to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. IOM’s right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery. At the request of IOM, the Supplier will replace some or all rejected Goods at the Supplier’s cost (including transportation), or fully reimburse IOM for the price paid (including transportation) for the rejected Goods. IOM may return rejected Goods to the Supplier (transportation charges for the Supplier’s account), or hold rejected Goods for disposition at Supplier’s risk and expense.
- 6.4 The Supplier agrees that IOM’s payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance of the Goods and Services by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when the Goods are delivered and accepted by IOM. The Supplier shall bear the risk of loss, damage, or destruction of the Goods in accordance with the Incoterm[®] (2020) provided. In case no Incoterm[®] (2020) is provided in the ordering document, the risks mentioned in the preceding sentence shall pass at the same time the title to the Goods passes to IOM.

7. Adjustments

- 7.1 IOM reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Services to be provided. Where the Goods are being specifically produced for IOM, IOM may also make changes to the drawings, designs or specifications.

- 7.2 The Supplier agrees to proceed with this Agreement in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 7.3 IOM may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier of IOM's change(s).
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOM.

8. Packaging

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any delivery that is deemed not to have been packaged adequately.
- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOM.

9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 9.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods and Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under any warranty contained in Article 9.1 or 9.2 of this Agreement. Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM. IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.
- 9.4 The Supplier further represents and warrants that:
- (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods 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, employee or agent of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
- (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier 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 hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any 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 Supplier 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 Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Supplier 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 Consolidated United Nations Security Council 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 Supplier shall ensure that this requirement is included in all subcontracts.

9.5 The Supplier 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 Supplier 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.

9.6 The Supplier 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.

9.7 The Supplier expressly acknowledges and agrees that breach by the Supplier, or by any of the Supplier's employees, contractors, subcontractors or agents, of any provision contained in Articles 9.4, 9.5, or 9.6 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 Supplier all losses suffered by IOM in connection with such breach.

10. Assignment and Subcontracting

- 10.1 The Supplier shall not assign or subcontract the Agreement or any work under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.
- 10.2 Notwithstanding a written approval from IOM, the Supplier 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 Supplier 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 Supplier remains liable as a primary obligor there under 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.

11. Force Majeure

- 11.1 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.
- 11.2 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.
- 11.3 IOM shall be entitled without liability to suspend or terminate the Agreement if the Supplier 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 Supplier, 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.

13. Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Services under this Agreement. The Supplier shall make all such records available to IOM or its 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 Supplier shall be available for interview.

14. Confidentiality

- 14.1 All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier shall not communicate such information to any third party without the prior written approval of IOM. The Supplier 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.
- 14.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Supplier 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 Supplier 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.

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 Supplier]

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

[Supplier's address]

Email: [Supplier'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 Supplier shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Supplier 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 6ter 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 and Insurance

- 19.1 The Supplier 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 Supplier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.
- 19.2 This indemnity shall survive the expiration or termination of this Agreement.
- 19.3 The Supplier shall ensure that goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage until the delivery point. Further insurance requirements may be specified in the Technical Specifications.

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 and Re-Procurement

- 21.1 IOM may terminate or suspend this Agreement, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by IOM shall be refunded on or before the date of termination.

- 21.2 If IOM terminates this Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.
- 21.3 Upon any such termination, the Supplier 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 Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price 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 and any Annexes embody the entire agreement between the Parties and supersede 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 and shall remain in force until completion of all obligations of the Parties under this Agreement.
- 24.2 Amendments to this Agreement 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 Supplier shall agree and accept the following provisions:

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

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

For and on behalf of
The International Organization for
Migration

Signature

For and on behalf of
[Name of Supplier]

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

Annex X
[Title]

[Attach the Annex/es and label accordingly]

Guidance in Checklist Form on completing the template for
D.1. Supply and Deliver Agreement

- ☐ The Supply and Delivery Agreement follows the latest IOM D.1 Supply and Delivery Agreement template and is without any deviations. For Amendments: The changes do not introduce any deviations to template.
- ☐ No services or deliveries have taken place prior to signing the Agreement. For Amendments: The changes made under the Amendment shall apply only from the date of signing of the Amendment or later and the original Agreement (as amended previously, if at all) has not yet expired.
- ☐ All activities comply with IOM's Constitution, policies, regulations, rules, manuals, Guidance Notes and instructions from relevant thematic areas.
- ☐ The other party has been selected in compliance with IOM procurement rules.
- ☐ The authority of the person(s) signing on behalf of the other party to do so has been verified.
- ☐ The name and dates/duration for the Services are exactly the same on:
 - The Agreement; and
 - All Annexes, including the Budget/Price List, if any and as applicable.

ICT approval. Check:

- A. ☐ No ICT review and approval are required because:
 - 1. The contract has no ICT component;
 - 2. The contract is meant exclusively for IOM and ICT policies and standards were complied with; or
 - 3. The contract has components related to procuring ICT equipment, hardware, and applies for non-IOM use; OR
- B. ☐ ICT review and approval were obtained because the contract has ICT components related to ICT consulting, website development, software, or similar professional services above 40% of the total project budget or above USD 250,000 in procurement contract value, whichever is lower.

UN Piggybacking. Check:

- A. ☐ This Agreement is not open to other UN entities and relevant clause on allowing to share this Agreement with other UN entities for their consideration has been deleted; OR
 - B. ☐ IOM may authorize other UN entities to claim similar conditions in their own contractual arrangements with the Service Provider.
- ☐ The Contract Price:
- Is written correctly both in numbers and in words;
 - Specifies the currency used; and,
 - Corresponds to the budget/price list attached to the Agreement, if any.

The total Contract Price is:

- A. ☐ Below or up to USD 200,000; OR
- B. ☐ Above USD 200,000 and GPSU approval was obtained.

Performance Security. The total Contract Price is:

- A. ☐ Below or up to USD 300,000 and "NOT APPLICABLE" has been added to Article 5 on Performance Security as provided in the comment; OR

- B. ☐ Above USD 300,000 and a performance security in the amount of 10% (ten percent) of the total Contract Price has been obtained by the Contractor. The bank guarantee follows Form 19.28 in IN 168 Rev 2;

Mode of Payment. The Contract Price is to be paid either:

- A. ☐ By bank transfer to the *specific* bank account of the Service Provider as indicated in Agreement. The bank account is not in the name of a third party or an individual, OR
- B. ☐ By cheque and the justification why bank transfers are not possible or practicable is documented in a Note for File; OR
- C. ☐ By cash which has been approved in writing and in advance by TSY.

Advance payment. Check:

- A. ☐ There is no advance payment;
- B. ☐ The advance payment is not higher than USD 25,000;
- C. ☐ The advance payment is higher than USD 25,000, but a bank guarantee in the amount of the advance has been provided by the Service Provider. The bank guarantee follows Form 19.29 in IN 168 Rev 2;
- D. ☐ The advance payment is higher than USD 25,000, but approval has been granted by RD for this specific Agreement; OR
- E. ☐ This Agreement is made in the context of an L1, L2 or L3 emergency project. The advance payment thresholds have been adhered to and the required authorizations have been obtained, following Article 8 of IN 168, Rev 2.

Retention amount. Check:

- A. ☐ Minimum of 10% of the total Service Fee is retained until completion and acceptance of all deliverables and/or services; OR
- B. ☐ This is a Long Term Agreement with regular (monthly/bimonthly/....) instalments for Services which have been completed to the satisfaction of IOM.

Payment Currency. Check:

- A. ☐ The currency used in defining the Service Fee is the same currency as the one in which payment shall be made; OR
- B. ☐ The currency used in the provision(s) defining the Service Fee is different from the currency to be paid to the other party, but the UN exchange rate at the date of payment is agreed.

Language. The Agreement is concluded in one of the following languages:

- A. ☐ IOM official language (English, French or Spanish); OR
- B. ☐ Bilingually (both language versions have identical content with at least one language being an official IOM language) and the language clause (i.e., IOM official language prevails in case of discrepancy) has been included.
- ☐ The Agreement/Amendment is not backdated. The signature date shall always be the actual date of signature.
- ☐ There are no additional clauses which have not been approved by LEG specifically for the Agreement/Amendment.
- ☐ All Annexes referred to in the Agreement/Amendment, if any, are attached to the Agreement/Amendment and do not create additional obligations other than those contained in the Agreement itself.

- ☐ All Annexes are provided in an IOM official language (English, French or Spanish), in the same language as the Agreement/Amendment. In case any of the Annexes is in another language, a translation in one of the official languages is attached, contains a statement that the IOM official language prevails in case of discrepancy over the non-official language version and is signed by the Supplier.

Donor Flow Down Requirements. Check:

- A. ☐ There are no specific Donor requirements for this Agreement, the “Special Provisions” clause (Article 25) has been deleted and subsequent enumeration has been corrected; OR
- B. ☐ The Agreement is EU funded through PAGODA, Contribution or ECHO Agreement. The duration of this Agreement/Amendment is within the authorized contracting period specified by the EU funding agreement and the Annex for EU funded service agreements has been filled in, referenced in the Annex list and attached to the Agreement; OR
- C. ☐ The Agreement is funded by a non-EU donor whose flow down conditions have been added to the “Special Provisions” clause (Article 25) and these are not in violation of other terms of this Agreement