

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Code:	

**Standard Grant Agreement
between the
International Organization for Migration
and
[Name of Grant Recipient]**

This Standard Grant Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its Office in [country], [Insert address of the Mission], represented by [Name, Title of Chief of Mission] (“**IOM**”) and **[Name of Grant Recipient]**, [Address], represented by [Name, Title of the representative of the Grant Recipient] (“**Grant Recipient**”). IOM and the Grant Recipient are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 [Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page) including information on the funding Donor as relevant.]
- 1.2 The Grant Recipient has agreed to implement [Insert the type of activities or name of the Project] (the “**Project**”), as set out in more detail in the Project Document (**Annex A**) and the Project Budget (**Annex B**).
- 1.3 The following documents form an integral part of this Agreement:
 - (a) **Annex A** – Project Document;
 - (b) **Annex B** – Project Budget;
 - (c) **Annex C** – Workplan;
 - (d) **Annex D** – IOM’s Data Protection Principles
 In case of discrepancy between the terms and conditions outlined in the main body of the Agreement and its Annexes, the terms and conditions of the main body of the Agreement shall prevail.

2. Responsibilities of the Grant Recipient

- 2.1 The Grant Recipient agrees to perform the following activities:
 - (a) Fully and satisfactorily implement the Project as specified in **Annex A** (Project Document) within the implementation period as specified in Article 3 of this Agreement, in line with **Annex B** (Project Budget) and **Annex C** (Workplan).
 - (b) Provide timely narrative and financial reports to IOM as specified in Article 4 of this Agreement
 - (c) Fully cooperate with IOM on the monitoring of the Project and on any verification of expenses deemed appropriate by IOM.
 - (d) (XXX)
 - (e) (XXX)
- 2.2 The Grant Recipient shall commence the Project from [start date] and fully and satisfactorily complete them by [end date].

- 2.3 The Grant Recipient agrees to implement the Project in strict accordance with the specifications of the Agreement and any attached Annexes.
- 2.4 Without prejudice to Article 19 of this Agreement, IOM may terminate this Agreement without prior notice and with immediate effect if there is substantial cause for doing so and such cause is attributable to the Grant Recipient, including but not limited to the following cases:
- (a) The Grant Recipient provided incorrect or fraudulent information about facts that may affect eligibility for the Grant;
 - (b) The Grant Recipient used the Grant for other purposes not approved by IOM;
 - (c) The Grant Recipient violates any of the terms and conditions in this Agreement and its Annexes; or,
 - (d) The behaviour of the Grant Recipient, its staff or other persons acting for the Grant Recipient is damaging to the interests of IOM.

In case of termination for the above-mentioned reasons, IOM may declare the Grant Recipient ineligible and withhold any remaining payment of the Assistance. If any part of Grant has been paid in advance, the Grant Recipient shall return all or part of the Grant to IOM as determined by IOM within 7 (seven) days from receipt of IOM's written notice.

IOM may also opt to demand that mitigation or rectification measures be taken without delay. If the Grant Recipient fails to perform or complete such proposed mitigation or rectification measures within the timeframe required by IOM, IOM may take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances including but not limited to the termination of the Agreement and the disqualification of the Grant Recipient from receiving future grants from IOM.

3. The Grant

- 3.1 IOM will provide financial assistance to the Grant Recipient for the Project under this Agreement ("**Grant**") in the maximum total amount of **USD [amount in numbers] ([amount in words])**.
- 3.2 Subject to receipt of the funds by IOM from the funding Donor(s) of the Project, payment of the Grant shall be made in instalments, following the below disbursement schedule and conditions:
- (a) The first instalment in the amount of [currency code] [amount in numbers] ([amount in words]) shall become due within fifteen (15) days of signature of this Agreement and upon IOM's receipt of the Grant Recipient's payment request and receipt and approval by IOM of the bank guarantee as per Article 5;
 - (b) The second instalment in the amount of [currency code] [amount in numbers] ([amount in words]) shall become due upon IOM's receipt of the Grant Recipient's request for payment and the list of transactions, IOM's receipt and approval of the [first/second] interim financial and narrative reports as described in Article 4, and IOM's verification of successful completion of the following activities in accordance with the Project Document (**Annex A**):
 - i. [list deliverables tied to this payment];

ii. [etc.]

(c) The final instalment in the maximum amount of [currency code] [amount in numbers] ([amount in words]), not exceeding the total eligible expenses reported by the Grant Recipient minus the sum of payment instalments already transferred by IOM, shall be made within 1 (one) month upon completion of the Project, subject to IOM's receipt of the Grant Recipient's request for payment, receipt and approval of the final report as described in Article 4 and IOM's verification of successful completion of all Project activities .

- 3.3 If at the end of the reporting period covered by an interim report, less than 70% (seventy per cent) of the previous instalments provided by IOM have been reported by the Grant Recipient as funds utilized for the purposes of the Project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalments, unless the Grant Recipient justifies with a Project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.
- 3.4 Any excess funds received by the Grant Recipient under this Agreement which are reported in the final financial report by the Grant Recipient as not utilized for Project implementation purposes shall be returned to IOM no later than the date of submission of the final report.
- 3.5 The Grant Recipient shall invoice IOM in compliance with the payment schedule outlined above. The invoice shall include: amount requested, date of request, and deliverables completed.
- 3.6 Payments shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the relevant invoice.
- 3.7 Payment shall be made in [Currency code] by [bank transfer] to the following bank account in the name of the Grant Recipient:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 3.8 IOM shall undertake no other obligations or commitments other than the payment of the Grant specified above, subject to IOM's availability of funding.
- 3.9 The Grant Recipient shall be responsible for the payment of all taxes, duties, levies, and charges assessed on the Grant Recipient in connection with this Agreement.
- 3.10 The Grant Recipient shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this

Agreement. The Grant Recipient shall make all such records available to IOM or IOM’s designated representative or the competent bodies of the funding Donor(s) of the Project at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit or reproduction. On request, employees of the Grant Recipient shall be available for interviews.

- 3.11 Any expenses found ineligible under the terms of this Agreement by IOM or by the funding Donor(s) of the Project, shall be returned to IOM within 30 days from IOM’s written notification on the ineligibility of the expenses.
- 3.12 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Grant until the Grant Recipient has completed to the satisfaction of IOM the activities to which those payments relate, or when IOM reasonably suspects that the Grant Recipient is in breach of any of the provisions in Articles 6.1, 6.2, or 6.3 of this Agreement, or pending a compliance review by IOM.

4. Reporting

4.1. Financial Report

- 4.1.1 Certified interim financial report(s) shall be submitted to IOM by the below listed reporting dates. The interim financial reports shall present how the Grant from IOM has been used during the covered reporting periods, and shall include a list of transactions:

Interim report	Reporting due date	Reporting period
First Interim Report	xxx 2023	xxx 2023 – xxx 2023
[Second Interim Report]		

- 4.1.2 The certified final financial report shall be submitted to IOM no later than [insert date] and shall cover the whole Project duration.
- 4.1.3 Costs related to construction and/or purchase of real estate are not eligible, unless otherwise approved in writing by IOM. All expenses included in the interim or final financial reports by the Grant Recipient must meet the following minimum criteria:
 - (a) They are incurred in accordance with the provisions of this Agreement;
 - (b) They are necessary for carrying out the activities as described in the Project Document (**Annex A**) of this Agreement;
 - (c) They are foreseen in the Project Budget (**Annex B**) of this Agreement;
 - (d) They are incurred by the Grant Recipient and deliver their benefit during the implementation period of this Agreement;
 - (e) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
 - (f) They are identifiable, verifiable, recorded in the Grant Recipient’s accounts in accordance with the accounting practices of the Grant Beneficiary and backed by supporting documents

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

4.1.5 Financial reports shall be submitted in the currency of the Grant as per Article 3.1.

4.2. Narrative Reports

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

4.2.2 The Grant Recipient shall submit to IOM the final narrative report no later than [date]. The final narrative report shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.

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

5. Advance Payment Bank Guarantee (OPTIONAL)

The Grant Recipient shall furnish IOM with a bank guarantee to secure the requested advance payment (the "Bank Guarantee") in an amount equivalent to the total amount advanced, [currency code] [amount in numbers] ([amount in words]), to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex E, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date], following which the Bank Guarantee will be discharged by IOM. IOM shall not be obliged to make any payment until the Bank Guarantee is received and approved by IOM.

6. Warranties

6.1 The Grant Recipient warrants that:

- (a) It is an organization duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to administer the Grant and implement all activities in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Grant Recipient any direct or indirect benefit arising from the Agreement or award thereof other than the Grant;
- (e) It has not misrepresented or concealed any material facts in the selection as Grant Recipient for this Agreement;
- (f) The Grant Recipient, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;

- (g) It has or shall take out relevant insurance coverage for the period of the Project;
- (h) The Grant specified in this Agreement shall constitute the sole payment that IOM shall give in connection with this Agreement. The Grant Recipient shall not accept for its own benefit any trade commission, discount or similar payment in connection with the Project or the discharge of its obligations under this Agreement.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Grant Recipient becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
- (j) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Grant Recipient will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Grant Recipient 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 Grant Recipient shall ensure that this requirement is included in all contracts;

6.2 The Grant Recipient 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 Grant Recipient shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party to obtain a financial gain or other benefit, or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any

such person to influence improperly its actions or impact the execution of a contract;

- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

6.3 The Grant Recipient 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:
 - i. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours 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;
 - ii. 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 contracts; and,
- (e) Adhere to above commitments at all times.

6.4 The Grant Recipient expressly acknowledges and agrees that breach by the Grant Recipient, or by any of the Grant Recipient's employees, contractors, or agents, of any

provision contained in Articles 6.1, 6.2 or 6.3 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 Grant Recipient all losses suffered by IOM in connection with such breach.

7. Sub-granting

- 7.1 Sub-granting by the Grant Recipient is not permitted.
- 7.2 Any subgrant entered into by the Grant Recipient without approval in writing by IOM may be cause for termination of the Agreement.
- 7.3 The Grant Recipient shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subgrantee and IOM. The Grant Recipient remains bound as primary obligor under this Agreement.

8. Delays, Defaults and Force Majeure

- 8.1 If, for any reason, the Grant Recipient does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document, it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 8.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 8.3 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 8.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Grant Recipient 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 19 (Termination) shall apply.

9. Independent Contractor

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

10. Audit

The Grant Recipient agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct (and indirect costs if applicable) of whatever nature involving transactions related to the Activities under this Agreement. The Grant Recipient 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, verification, or reproduction. On request, employees of the Grant Recipient shall be available for interview.

11. Confidentiality

11.1 All information which comes into the Grant Recipient's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Grant Recipient shall not communicate such information to any third party without the prior written approval of IOM. The Grant Recipient 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.

11.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, such as the name and address of the Grant Recipient the title of the contract/project, the nature and purpose of the contract/project, and the amount of the Grant to the extent required by its donors or auditors in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM, provided that any such disclosure will be in accordance with the policies, instructions and regulations of IOM.

11.3 IOM has received and will receive data, including personal data, from the Grant Recipient for the purpose of evaluating qualification for the Grant, identifying the Grant Recipient, and enabling IOM to communicate with and to monitor compliance by the Grant Recipient of its obligations under this Agreement. IOM will comply with the IOM Data Protection Principles in the processing of any personal data received from the Grant Recipient.

12. Intellectual Property

12.1 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 Project by the Grant Recipient and related to the business of the Grant Recipient shall be vested in the Grant Recipient, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof. The Grant Recipient provides IOM with a worldwide, irrevocable, royalty-free license to use, reproduce, translate, adapt, publish, distribute non-commercially such intellectual property resulting from this Agreement, as may be applicable.

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

13. 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 Grant Recipient]

Attn: [Name of the Grant Recipient's contact person]

[Grant Recipient's address]

Email: [Grant Recipient's email address]

14. Dispute resolution

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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 expiry or termination of the present Agreement.

15. Use of IOM Name, Abbreviation, and Emblem

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

16. 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.

17. Indemnity

The Grant Recipient agrees at all times to 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 the Project under this Agreement. IOM shall promptly notify the Grant Recipient of any written claim, loss, or demand for which the Grant Recipient is responsible under this clause.

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

18. 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.

19. Termination

19.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, by providing [X (number in words) day's] written notice to the Grant Recipient. Notwithstanding the foregoing, where the Grant Recipient is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

19.2 In the event of termination of this Agreement, IOM will only pay for the Project activities completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination.

19.3 Upon any such termination, the Grant Recipient shall waive any claims for damages including loss of anticipated profits on account thereof.

19.4 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 Grant Recipient in writing when the suspension is lifted and may modify the completion date. The Grant Recipient shall not be entitled to claim or receive any payment during the period of suspension of this Agreement.

20. 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.

21. 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.

22. Final Clauses

22.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 19.

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

23. Special Provisions (Optional)

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

[Insert all donor requirements which must be flowed down to IOM's grant recipients and contractors. In case of any doubt, please contact LEGContracts@iom.int]

22.1

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

For and on behalf of
The International Organization
for Migration

For and on behalf of
[Full name of the Grant Recipient]

Signature

Signature

Name:

Name:

Position:

Position:

Date:

Date:

Place:

Place:

**Guidance in Checklist Form on completing the special template for
Standard Grant I Agreements**

- The Standard Grant Agreement follows the latest special template, , and is without any deviations. For Amendments: The changes do not introduce any deviations to template.
 - No Activities 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 Grant Recipient was selected in compliance with the selection rules and procedures as outlined in IN/287.
 - The authority of the person(s) signing on behalf of the Grant Recipient to do so has been verified.
 - The Agreement is NOT for the provision of Human Resources Services.
 - The Grant Recipient is with a registered/licensed business entity.
 - The name and dates/duration for the Activities are exactly the same on:
 - The Agreement; and
 - All Annexes, if any and as applicable.
 - The Assistance:
 - Is written correctly both in numbers and in words; and,
 - Specifies the currency used.
- Mode of Payment. The Assistance is to be paid either:
- A. By bank transfer to the *specific* bank account of the Grant Recipient as indicated in Agreement. The bank account is not in the name of a third party, OR
 - B. By cheque to the Grant Recipient as bank transfer is not possible. The cheque will be addressed to the Grant Recipient and not a representative or another individual.
- 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 either in English, French or Spanish. In case Annexes in another language are attached, translations in one of the official languages are attached, contain a statement that they prevail in case of discrepancy over the version of the Annex in a non-official language and will be signed by the Grant Recipient.

Donor Flow Down Requirements. Check:

- A. There are no specific Donor requirements for this Agreement, the “Special Provisions” clause (Article 21) 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 21) and these are not in violation of other terms of this Agreement