**Annex 1**

**Description of Services, Obligations and Operating Procedures**

# Recruitment

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| **Tasks** | **SP** | **IOM** | **Description and Timeline (if applicable)** |
| Preparation of the ToR |  | 🗸 | IOM drafts a detailed Terms of References (ToR) for each position that SP is requested to hire, including the reporting line. All positions contracted through SP must report to an IOM staff member, directly or indirectly, and be under the technical supervision of an IOM staff member. |
| Determination of Remuneration |  | 🗸 | IOM determines the remuneration for each position. It should normally refer to an ICSC salary scale, at step 1 of the grade it corresponds to. The breakdown of costs constituting each remuneration will be shared with SP. ToR and remuneration for each position will be submitted to SP in the form of a signed request form. |
| Advertisement of the Post |  |  | SP advertises vacancy notice or from its own database and/or networks within two days of the receipt of the signed request form, ensuring that it clearly indicates SP as the employer and without IOM logo. Local vacancy notices shall be coordinated with IOM. |
| Collection of Applications |  |  | SP receives the applications using its own address, without indication of IOM contact details. Any inquiry must be addressed to and responded by SP. |
| Long Listing |  |  | SP reviews the applications and creates a long list of candidates who meet the minimum eligibility criteria as designated by IOM (e.g. education and minimum experience), within three business days of the closing date of the vacancy. If the candidate had any prior experience with SP, the presentation of candidates shall be accompanied by the work evaluation from previous assignments, including all records of misconduct and sanctions due to underperformance. |
| Short Listing |  |  | If requested by IOM, SP creates a long list of only suitable candidates who best meet the requirements of the ToR and are fully vetted, within two business days of the completion of A.5.  If IOM creates a short list, IOM will share it with SP. |
| Interview, written test (if required) |  |  | If requested by IOM, SP conducts interviews on behalf of the Organization in accordance with IOM’s instruction (e.g. Interview Protocol to be used), or IOM may conduct its own interview.  If requested by IOM, SP organizes and administers the written tests in accordance with IOM’s instruction.  Evaluation of interview and written test, if any, will be conducted by IOM. |
| Reference checks |  |  | If requested by IOM, SP conducts at least 3 reference checks (including the most recent employer) and cross-checks academic qualification, work experience, conduct and security background for the candidates identified by IOM. |
| Confirmation of the selection |  |  | IOM makes the final decision on the selection. The final selection of the candidate shall be notified to the SP in writing by the authorized staff member of IOM(name, position and contact number/address of the authorized staff member). |

# Employment offer, medical check and deployment

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| Offer and contracting |  |  | Following and within [two] business days of A.9, or when deploying from a reserve pool (see C.9 below), SP sends an offer letter to the candidate with detailed conditions of service, including any leave entitlements and the working schedule. SP concludes and sends a copy to IOM an employment contract with the selected candidate (“TPC employee”), in accordance with the agreed assignment/ training schedule and attaching the ToR, which must be subject to medical and administrative clearances as required by IOM. SP also sends to IOM the Undertaking (Annex 3) signed by the TPC employee prior to travel for deployment.  All employment contracts, for which the format must be approved by IOM, must clearly state that there is no employment relation between IOM and the TPC employee, and that all claims related to the employment will be solely dealt with by SP.  SP also ensures that the contract provides for all payments for the social services of the TPC employee as required by the national law, and that the obligation for such payments, including the mode of payment and possibility of deduction from the salary, is explicitly stated and fully agreed with the TPC employee. |
| Medical check | 🗸 |  | SP instructs the selected candidate who accepted the initial offer to undertake full, independent, medical check. The examining physician should be aware of the type of work and [difficult] working conditions, in particular the [absence] of access to good quality care locally at present. The following conditions are a contra-indication for this type of mission: pregnancy, mental health problems (ongoing treatment for depression or psychotic condition, even if stabilized under treatment), cancer, limiting physical disability, cardiac / kidney or respiratory conditions, and insulin dependent diabetes. The medical check should include past medical history, evaluation of present physical and mental health status, clinical examination, blood test: blood count cells, glycaemia, liver enzymes, blood group; urine test and vaccinations record; The medical examination should as well comply with their insurance specific requirement for the expected duration of the assignment. |
| Vaccination | 🗸 |  | SP instructs the selected candidate who accepted the initial offer to get the required vaccinations. The following vaccinations are considered compulsory for this type of mission and need to be up to date: [Yellow Fever vaccine, Diphtheria-tetanus-polio (pertussis), Hepatitis A and B, and Typhoid]. |
| Medical clearance | 🗸 |  | SP’s authorized medical doctor medically clears the candidate, and SP submits to IOM a “fit to work and travel” certificate for the expected duration of the assignment, along with a vaccination card updated with vaccinations recommended by WHO, and a copy of the blood group card or laboratory result. |
| Insurance coverage | 🗸 |  | SP provides non-occupational and occupational health insurance covering accidents and illnesses to the TPC employee with a minimum coverage as provided in “Insurance Coverage” (Annex 2), or ensures that s/he has an insurance meeting the minimum coverage and keeps a copy of the policy, prior to deployment. The insurance shall cover the whole contract period and shall be extended prior to any extension. |
| Travel to the duty station |  |  | SP ensures that the TPC employee travels to the place of duty assigned by IOM within [30] days of A.9 (detailed schedule is to be agreed between IOM and SP), and provides assistance with obtaining and renewing visas (including transit visas) and/or work permit, travel from/to the nearest airport, and finding a suitable accommodation. SP arranges the travel to the place of duty through its registered agent ([return economy flight if by air]), following written approval of the route and costs by IOM.  Visas must not be obtained in a clandestine manner, and if requested by IOM, SP informs IOM of the methodology by which visas are obtained, and offers another type of visa for entry if it is suspected that a proposed visa may be problematic or inappropriate.  IOM assists SP in obtaining visas wherever and to the extent possible. |
| Orientation and training |  |  | SP provides and ensures that all the TPC employees participate in the following trainings prior to the commencement of the work:   * Initial detailed orientation including the culture of the place of duty * Security briefing including evacuation procedures |

# HR Management

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| Contract management |  |  | SP solely handles all administrative management of contracts, such as issuance, termination, extension, suspension, change of a place of duty, promotion, demotion and the end of service management based on IOM’s written approval only. |
| HR record management |  |  | SP maintains and keeps up to date all employment records (passport, ID, medical records, time keeping, time sheets, leave records, payrolls, relevant diplomas/proficiency certificates, etc.) of TPC employees, and provides IOM with the copy of all documentation upon IOM’s request. |
| Maintenance of insurance coverage and visas |  |  | SP ensures that the insurance coverage, contracted prior to deployment as per B.5, and necessary visa/work permit are extended as necessary to cover the whole period of the TPC employee’s deployment. |
| Time management |  |  | SP ensures that all TPC employees work in accordance with the designated working schedule, and records the attendance using the “time sheet template” agreed by IOM. TPC maintains records of staff leave and provides records to IOM on monthly basis. |
| Leave administration |  |  | SP grants sick leave to the TPC employees subject to approval by IOM, using the “sick leave form” agreed by IOM. If other leave entitlements are provided to the TPC employees, SP grants the leave subject to IOM and records it in the time sheet template. |
| Performance review |  |  | SP ensures that the performance of the TPC employees is reviewed individually and in writing at least every six months, or at shorter intervals as requested by IOM in case of suspected underperformance. The direct supervisor of the TPC employee is responsible for evaluating his/her performance. In case the direct supervisor is not an IOM staff member, the evaluation must be endorsed by the first IOM staff member in the reporting line to whom the TPC employee indirectly reports. IOM should have access to the performance records of a TPC employee to be provided or currently being provided to IOM at any time. |
| Management of conduct |  |  | SP ensures that the TPC employees shall:   * Comply with all IOM standards of conduct, as specified in the signed Undertaking (Annex 3), including the provisions on prohibition and prevention of sexual exploitation and abuse, during and outside the work hours. * not carry/wear any items which may be associated with IOM outside the working hours. * identify themselves explicitly as TPC’s employees unless instructed not to do so by IOM due to operational needs.   All IOM visibility, such as use of items or clothes with an IOM logo, media appearance, and use of IOM vehicles, must be based on an instruction from an IOM staff member in the supervisory capacity.  SP regularly monitors the conduct of the TPC employees, during and outside the work hours, and informs IOM immediately with all available information, before acting on or investigating the case, if any breach of the standard of conduct is suspected or identified. |
| Management of grievances and misconduct |  |  | SP responds to grievances and manages suspected misconduct in accordance with “Grievance Procedures” (Annex 5), in close coordination with IOM as provide therein. |
| Maintenance of reserve pool |  |  | To the extent specified by IOM, SP creates and maintains a pool of suitable candidates for next shifts or replacement, by continuing to advertise, recruit and identify additional personnel as per the procedures specified in section A above. Upon assignment of a TPC employee from the reserve pool, SP immediately fills in the opening in the reserve pool. IOM may request for more or fewer personnel in the reserve pool at any time depending on its operational needs.  SP maintains a reserve pool of sufficient numbers of suitable personnel for all positions ready to depart the country of origin/residence for deployment as soon as possible and no later than [48 hours]. At least 3 personnel for each of the following positions shall be always in the reserve pool, unless otherwise instructed by IOM in writing: [Team Leader, HR-Admin, Medical Coordinator, Chief Physician, WASH officer, and Chief Nurse. Deployment occurs only upon IOM’s written request.] |
| Replacement of a TPC employee |  |  | SP replaces any TPC employee without contest if requested by IOM within the timeline requested. Replacement will be either from the reserve pool within [7 days] of the request, or will be recruited in accordance with section A above within [30 days] of the request. If selected from the reserve pool, only A.7-A.9 shall be followed unless otherwise requested by IOM. The removal of the person from the work shall be immediate upon the request by IOM, unless otherwise instructed. IOM may also suspend any TPC employee from work with immediate effect at all times. |
| Separation |  |  | When an TPC employee discontinues working for IOM for any reason, SP calculates the final salary and all allowances including end of service payments as per local law, collects all assets assigned to him/her, terminates insurance coverage and arranges return transport, as coordinated with and approved by IOM in writing. |

# Payroll services and invoicing

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| Payroll management |  |  | SP handles all payroll services for the TPC employees, including calculation of time sheets, leave time, temporary and fixed allowances and tax deductions. |
| Dispatch of time sheets |  |  | IOM sends completed time sheets of all TPC employees to SP, covering the period from the 1st to 25th of the payroll month, at least six working days before the end of each month. |
| Payroll calculation |  |  | SP calculates the amount of salary and allowances to be paid to TPC employees, based on the time sheets, leave records, and entitlement to various allowances. SP sends electronic pay slips and makes payment to all TPC employees, no later than the [tenth working day] of the month following the service. No advance payment shall be made to the TPC employees. |
| Invoicing |  |  | [At the end of each month], SP sends an invoice to IOM, attaching monthly electronic payroll reports including the payslip and signed time sheet for each TPC employee and records of bank transfers. Invoice must include all breakdowns of payments to be made to each employee. SP invoices IOM separately for each service it provides (e.g. payroll, in-country transportation cost, accommodation cost, tickets cost for deployment and repatriation). |
| Payment of service fees |  |  | Payment by IOM will be processed in [15 working days] from the date of IOM’s receipt and approval of the report and invoice. |
| Calculation and payment of tax |  |  | SP deducts income tax from the TPC employee’s monthly salary and makes payment to the relevant authority in accordance with local laws. Where interest is earned on income tax deducted from salaries, SP returns these funds to the TPC employee concerned. SP shall provide IOM with a documentary proof that the payment of income tax to the relevant authority was made for all relevant TPC employees.  SP takes responsibility for compliance to all relevant laws relating to Social Security, Income Tax and any other levy under the law. |
| Recoding payments |  |  | SP records all payment from IOM as well as payment to the TPC employees in accordance with generally accepted accounting principles. |

# Asset Administration

The following procedures are applicable for any item which has a life span of more than [1 year] and has a value equal to or more than [USD 100].

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| Agreement on required assets |  |  | The SP representative and IOM project manager agree on the type and the number of assets required to allow SP to fulfil its duties. |
| Procurement of assets |  |  | IOM procures required assets based on IOM rules and procedures.  OR  SP procures assets as required by IOM and at a rate approved by IOM prior to purchase. |
| Asset handover |  |  | IOM issued the assets to SP against a receive note signed by the authorized SP representative. |
| Insurance on assets |  |  | SP contracts insurance policy to cover the assets against any possible risks while the assets are in their possession or in possession of their employees. |
| Assignment of assets |  |  | SP issues the assets to the personnel as needed, maintaining records of asset assignment using their own tracking system and assignment mechanism. |
| Restriction of asset usage for official purposes |  |  | SP ensures that borrowed assets by IOM are only used for the purpose of completing this contract and not any other duty outside the scope of this contract. |
| Provision of list of users |  |  | SP provides a list of users of these assets at any given time to IOM upon request. |
| Return of assets from the TPC employees |  |  | Upon separation of a TPC employee, SP ensures that all assets assigned to the TPC employee are returned. |
| Storage of unused assets |  |  | In case assets are not required by SP at any given time, SP may return them to IOM for storage. |
| Return of assets to IOM |  |  | Upon completion of the services, SP returns all assets to IOM in the same condition as received except to the normal wear and tear. Failure to return any asset or returning a damaged asset allows IOM to recover the cost of the missing/ damaged asset from payments due to SP. |

# Reporting and audit

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| Reporting |  |  | SP submits a monthly report on its services in the format provided by IOM, within ten working days of the completion of every month of service. |
| Security audit |  |  | IOM may conduct a security audit (on site or remotely) at any time at a short notice, to which SP must cooperate fully. |

# Security

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| Security |  |  | SP ensures security of the TPC employees in accordance with and meeting the requirements of “Security Requirements and Procedures” (Annex 4). SP acts as the responsible contact point for all security questions and problems which may arise. |

# Additional services (optional)

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| Identification of suitable accommodation |  |  | If requested by IOM, identifies and procures secure and furnished accommodation for the TPC employees and/or IOM staff members. Each resident will be responsible for accommodation costs with allowances agreed to in writing by IOM if it is in the duty station; and costs and all details of the accommodation to be provided will be agreed between SP and IOM through the completion of a Work Order if it is outside the duty station. The accommodation must be MOSS-compliant, or if no such accommodation is locally available, SP conducts a security survey on the identified accommodation and provides a clearance report to the IOM FSO. IOM approves the use of the accommodation, based on advice from the FSO. |
| Transportation |  |  | SP provides air or ground transportation if requested by IOM. Costs and all details of the transportation will be agreed between SP and IOM through completion of a Work Order. Transportation requested will, in all cases, be in roadworthy and insured vehicles, driven by licensed drivers. Air transportation shall only be provided with fully insured flight companies of good reputation, and the booking agent fee will be included in the service fee for the requested flight bookings. |
| Other services (add as necessary) |  |  | (Examples of additional services)   1. 24 hour per day, 365 day per year access to operational staff based in the operations centre, operated by trained staff based locally, accessible by both the Personnel and IOM programme managers. 2. A direct link to real-time security feeds to ensure up-to-the-minute security reports which shall be used to provide security advice to the Personnel and programme managers in the field. 3. Security briefings for each Personnel upon mobilization to inform the Personnel of the particular security situation where he/she will be deployed. 4. Instruction for all Personnel during the induction session on the proper security measures to be taken in the event of threats, injuries or incidents. 5. Provision of security equipment including satellite phones or similar devices with communication and tracking systems as directed, approved and funded by IOM in writing. 6. Making medical or security evacuation orders to Personnel as needed in consultation with IOM. 7. Designation of safety points for each Project location. 8. Collection of International Personnel and their families from safety points in the case of emergency evacuation. 9. Provision of full incident reports to IOM and any necessary insurance companies after security incidents.   Provision of any new security measures as needed after a security incident.  Implementation of its Rapid Response Plan for security, political and medical emergency evacuations.and details will be agreed through completion of a Work Order. |

# Additional responsibilities for health-related emergencies[[1]](#footnote-1)

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| Disease prevention |  |  | SP ensures that all the TPC employees recruited abroad (“international TPC employees”) receive the information bulletin and IOM Handbook for Health and Safety, start their mandatory malaria oral prophylaxis before deploying to country and in possession of the quantity of malaria prophylaxis for the duration of stay and recommended duration after return, and are provided with a mosquito net. The information bulletin must include information on suitable accommodation. |
| Additional medical clearance |  |  | SP shall share with IOM’s OHU doctor, prior to travel for deployment or assignment, contracts of the insurance providers, an insurance guarantee letter indicating coverage of hospital stay and of evacuations for medical reasons, as well as any limitations or ceilings they may have. SP shall also submit to IOM other documents based on requirements of the insurance of the Service Provider.  All international TPC employees must fill in the INTO and EXIT forms (provided by IOM) with their doctors before deploying and returning, unless otherwise agreed by IOM in writing, and copies of these forms must be sent to IOM OHU. |
| Medical evacuation |  |  | SP helps administer medical evacuation of international TPC employees in close coordination with IOM OHU doctors and WHO medical doctors. International TPC employees may be medically evacuated only if approved by the IOM OHU/HIM Medical Officers in writing, subject to the availability of resources, the condition of the staff, the availability of transportation and medical personnel on board, the identification of a receiving hospital and country. Consideration shall be made on a case to case basis when deemed necessary and possible by the various actors implied in such process. There shall be no national personnel assisted by IOM for medically evacuation outside the country. National personnel may be medically evacuated within the country only if approved by IOM OHU/HIM Medical Officers in writing after coordinating with WHO/UN medical doctors, subject to availability of resources, the condition of personnel, the availability of transportation and medical personnel on board, and the identification of a receiving hospital |
| Post- deployment health check |  |  | SP ensures that each international TPC employee returns a WHO EXIT form and checks temperature twice daily for 21 days after the deployment (CDC post deployment protocol), and that s/he shall, in case of any increase in temperature or any other symptoms, immediately inform SP and consult a suitable doctor/hospital without delay. SP immediately and regularly informs IOM of the name and current location of the employee, his/her conditions, and provide updates as required. |

1. These procedures are to be added, as appropriate, for any health emergencies which require a close attention to health risks both by IOM and SP, but normally are not required. [↑](#footnote-ref-1)