CALL FOR PROPOSAL DOCUMENTS
(PROCUREMENT OF SERVICES)

IOM Ukraine

PROVISION OF
ALL-RISKS PROPERTY LIABILITY INSURANCE
COVER FOR IOM UKRAINE
FOR ONE CALENDAR YEAR

ITB No.: UA1-2016-353

Prepared by

Mission in Ukraine
8 Mykhailivska Street
Kyiv, Ukraine
INVITATION TO SUBMIT PROPOSALS

Reference No. : UA1-2016-353

18 July 2016

The International Organization for Migration (IOM) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

IOM Ukraine’s Bids Evaluation and Awards Committee (“BEAC”) now invites interested Proponents to submit “Bids” to Provision of All-Risks Property Liability Insurance for IOM Ukraine for One Calendar Year, subject to the terms and conditions in this attached Instruction to Proponents.

The tentative schedule of bidding is as follows:

- Posting/Distribution of this Invitation and Instruction to Proponents - 18 July 2016
- Submission of Proposals - 29 July 2016
- Opening and Evaluation of the Proposals - 01 August 2016
- Target Awarding Date - 08 August 2016
- Starting Date of the Contract - 15 August 2016

The schedule above is tentative. IOM may, at its own discretion, adjust the dates above without informing the Proponents.

Very truly yours,

Manfred PROFAZI
Chief of Mission
IOM Ukraine
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1 Content of the Call for Proposal Document
1.1 This Call for Proposal Document (hereinafter referred to as the “Document”) shall consist of this Instruction to Proponents and its annexes, namely:
   Annex 1: Location of Assets and the Corresponding Value of Assets to be Insured (will be available upon submission of documents outlined in art. 11.1.)
   Annex 2: Vendor Information Sheet
   Annex 3: Official Proposal Template
   Annex 4: Proponent’s Certification Template
   Annex 5: IOM standard mandatory contract clauses

1.2 Proponents are expected to fully read and examine the contents of this Document and must fully comply with all the requirements set forth herein. IOM reserves the right to reject any or all proposals that do not comply with any provision in the Document.

1.3 Successful bidder must be ready to accept standard IOM clauses and incorporate them into Agreement (standard clauses can be found in Annex 5)

2. Scope of the Proposal
2.1 IOM invites Proponents to submit proposals for All-Risks Property Liability Insurance Cover for IOM Ukraine.

2.2 Proposals should be prepared based on the following conditions:
   a) The location of the properties and their corresponding value to be covered with all-risks property liability insurance are listed in Annex 1 of this Document.
   b) The insured period shall be from 15 August 2016 up to 14 August 2017.
   c) The property liability insurance cover should be structured in such a way that new assets can be enrolled into the insurance cover at any time during the insured period. Similarly, assets retired by IOM during the insured period can be removed from the insurance cover and the corresponding unused portion of the premium reimbursed to IOM.
   d) The property liability insurance covers should include protection against “Acts of God” risk.
   e) Proposals should indicate the premium for each asset to be insured based on their insured amount. Proposals should also indicate the corresponding deductible per insurance claim, the schedule of benefits and the corresponding ceiling amount for each of the benefits.
   f) Please note that the Property differentiation as per its location constitutes 5 (five) separate lots (see Annex 1). Capability of the proponent to cover all of them will be an advantage. (Annex 1 will be available upon submission of documents outlined in art. 11.1.)

3 Official Currency, Proposal Presentation & Submission
3.1 The official currency of this bidding is US Dollars. All proposals therefore must be in US Dollars. Correspondingly, all insurance claims must be paid in US Dollars or in Ukrainian Hryvnias based on UN operational Rates of Exchange on the month of payment.

3.2 Proponents who are already accredited vendors of IOM Ukraine must send a scanned copy of the Bidder’s Certification page of this Document along with their proposal.

3.3 Proponents who are not yet accredited vendors of IOM Ukraine must send scanned copies the following documents:
   a) Company Profile (including the names of owners, key officers, technical personnel);
   b) Certificate of Registration from government agency in Ukraine or abroad;
   c) Valid Government Permits/Licenses, confirmations of Tax Identification Number and local taxes, including value-added tax, issued by respective government agencies in Ukraine or abroad;
   d) List of Offices/Distribution Centers/Service Centers in Ukraine;
   e) List of main contracts entered by the Company into for the last 5 years and customers’ references;
   f) Vendor Information Sheet – Annex 2
   g) Price schedule (is based on the information provided in Annex 1 and should be submitted by Proponent upon provision of Annex 1 by IOM);
h) Official Proposal Template – Annex 3 (is based on the information provided in Annex 1 and should be submitted by Proponent upon provision of Annex 1 by IOM);

i) Proponent’s Certification – Annex 4

3.4 Proponents should include in their proposals, the detailed insurance administration procedures they intend to put in place in the event that they will win the bidding. The proposed insurance administration procedures must include procedure for processing insurance claims.

3.5 IOM reserves the right to reject any or all proposals that do not confirm with this requirement.

4 Period of Validity of the Proposals

4.1 Proposals must have a minimum validity period of thirty (30) calendar days from the date of proposal opening prescribed in this document. IOM reserves the right to reject any or all proposals that do not comply with this requirement.

4.2 In exceptional circumstances, prior to expiry of the proposal validity, IOM may request the Proponents to extend the period of validity for a specified additional period of 15 calendar days. The request and the Proponents’ responses shall be made in writing.

5 Cost of the Proposal Preparation

5.1 Proponents shall bear all costs associated with the preparation and submission of their proposals. IOM shall not bear and responsibility and shall not be held liable for any cost the proponents may incur while preparing their proposals, regardless of the final outcome of this call for proposal process.

6 Eligible Proponents

6.1 This Call for Proposals is open to insurance companies and insurance brokers based in Ukraine as well as insurance companies and insurance brokers based outside Ukraine, except for those who have been black listed by any UN agency. IOM reserves the right to require proponents to submit proof that they are not among the insurers or insurance brokers blacklisted by any UN agency.

6.2 Government-owned enterprises in Ukraine may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM. Proponents shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with Clause 7 of this Document.

6.3 Proponents shall not be involved in any terrorist/criminal activities or associated with individuals and/or entities associated with terrorist/criminal activities. For this purpose, proponents must not be among those who are included in the list of entities (companies, organization or individuals) who are involved in or supporting terrorism prepared by the Committee of the United Nations Counter Terrorism Committee (UN CTC).

6.4 All proponents must submit, as an integral part of their Official Proposal, properly filled up IOM Vendor Information Sheet (VIS), and all the documents required in page 2 of the VIS form.

6.5 All proponents should submit necessary documentary evidence of their eligibility to submit proposal in response to this Call for Proposal to the satisfaction of IOM. IOM reserves the right to ask the proponents to submit additional documents to enable IOM to fully evaluate the eligibility of the proponent.

7. Corrupt, Fraudulent, Collusive and Coercive Practices

7.1 IOM requires all IOM staff and all proponents to observe the highest standard of ethics during the bidding process and in the execution of all contracts. IOM shall reject any proposal put forward by proponents or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this document, IOM defines, for the purposes of this provision, the terms set forth below as follows:

a) “corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;

b) “fraudulent practice” is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the
procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
c) “collusive practice” is an undisclosed arrangement between two or more proponents designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;
d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.

7.1 IOM will reject any proposal from proponents who has been proven to have engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract of this requirement.

8. Proponents’ Clarification Pertaining to the Bidding Document
8.1 All clarification regarding any provision/item in this Document should be sent in writing in English through iomkievtenders@iom.int. IOM will respond in writing to requests for clarification received not later than 2 days before the deadline of the submission to proposals. IOM shall circulate to all Proponents, the questions/clarification request and its answers.

9. Amendment of the Call for Proposal Document
9.1 At any time prior to the deadline for submission of proposals, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective proponent, may modify the bidding documents through amendment(s).
9.2 All prospective proponents who will receive these bidding documents will be notified of the amendment in writing. All amendments will be binding to all participating proponents.
9.3 In order to allow prospective proponents reasonable time in which to take the amendment into account in preparing their proposals, IOM, at its discretion, may extend the deadline for the submission of proposals.

10. Official Language of the Call for Proposal Process
10.1 English and Ukrainian shall be the official languages for this process. All bidding documents, proposals and correspondence shall be in English or Ukrainian.
10.2 In case of any discrepancy between the original English version of this Document and the Ukrainian translation, the original English version shall prevail.

11. Submission of the Proposals and Use of Templates
11.1 Proponents must send the following documents to iomkievtenders@iom.int as their official proposal submission:
a) Company Profile (including the names of owners, key officers, technical personnel);
b) Certificate of Registration from government agency in Ukraine or abroad;
c) Valid Government Permits/Licenses, confirmations of Tax Identification Number and local taxes, including value-added tax, issued by respective government agencies in Ukraine or abroad;
d) List of Offices/Distribution Centers/Service Centers in Ukraine;
e) List of main contracts entered by the Company into for the last 5 years and customers’ references;
f) Vendor Information Sheet (Annex 2)
g) Price schedule in pdf format (is based on the information provided in Annex 1 and should be submitted by Proponent upon provision of Annex 1 by IOM) - this document must be signed by the proponent-company’s official representative and stamped with the proponent-company’s official seal;
h) Official Proposal Template (Annex 3, the Form is based on the information provided in Annex 1 and should be submitted by Proponent upon provision of Annex 1 by IOM) in pdf format - this document must be signed by the proponent-company’s official representative and stamped with the proponent-company’s official seal;
i) Proponent’s Certification (Annex 4) in pdf format - this document must be signed by the proponent-company’s official representative and stamped with the proponent-company’s official seal.
11.2 All proposals must be addressed to the Chairman, Bids Evaluation and Awards Committee, IOM Ukraine and sent to iomkievtenders@iom.int on or before 5PM, 29 July 2016 (EEST).

11.3 IOM Ukraine reserves the right to reject any or all proposals that are compliant to these requirements.

12. Clarification of the Provisions of the Call for Proposal Document
12.1 During the evaluation of the proposals, IOM may, at its discretion, ask proponents for a clarification of their proposals. The request for clarification and the response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted.

12.2 No proponent shall contact IOM on any matter relating to their proposal, from the date of the opening of proposals up to the time the contract is awarded.

12.3 Any effort by a proponent to influence IOM in its decisions on proposal evaluation, proposal comparison, or contract award may result in the rejection of the proponent’s proposal.

13. Proposals Evaluation
13.1 IOM shall award the contract to the Proponent that offers the most favorable proposal to IOM. Specifically, proposals shall be evaluated using the following factors:
   - Premium Rate 25%
   - Comprehensiveness of the Coverage 25%
   - Client-friendliness of the Insurance Administration Procedures 25%
   - Deductible 25%

13.2 IOM reserves the right to accept or reject any or all proposals, and to annul the bidding process any time prior to contract award, without thereby incurring any liability to the affected Proponents or any obligation to inform the affected Proponents of the grounds for IOM’s action.

14 Notification of Award
14.1 IOM shall issue a Notice of Award (NOA) the selected proponent (Service Provider). IOM and the Service Provider shall agree to start the coverage of the insurance policies starting 15 August 2016.

Chairman
Bids Evaluation and Awards Committee
IOM Ukraine
Annex 1:
Location of Assets and the Corresponding Value of Assets to be Insured

Please kindly submit documents outlined in paragraph 11.1 of this Call for Proposal to iomkievtenders@iom.int in order to be provided with Annex 1.

The bidder should also consider that insurance shall cover IOM assets in different locations within Ukraine including non-government controlled area. Please note that the Property differentiation as per its location constitutes 5 (five) separate lots yet capability of the proponent to cover all of them will be an advantage.
Annex 2:
Vendor Information Sheet

Name of the Company/Назва компанії_____________________________________________

Address/Adresse

Leased/Орендовано □  Owned/Власне □

Area/Площа: ___sqm/m²

House No/Будинок № _______________________________________________________

Street Name/Вулиця_____________________________________________________

Postal Code/Індекс_______________________________________________________

City/Місто_______________________________________________________________

Region/Область_________________________________________________________

Country/Країна__________________________________________________________

Contact Numbers/Address/Контактна інформація/Адреса

Telephone Nos./Тел. ______________

Fax No/Факс ____________________

E mail Address/Ел. пошта______________

Website/Вебсайт:

Location of Plant/Warehouse/Розташування заводу/складу

Leased/Орендовано □  Owned/Власне □

Area/Площа: ___sqm/m²

Business Organization/Організаційна форма бізнесу

Sole Proprietorship/Індивідуальне підприємство □

Corporation/Корпорація  □

Partnership/Партнерство

Business License No./Свідоцтво №: __________ Place/Date Issued/Місце/Дата видання _______ Expiry Date/Дійсне до __________

No. of Personnel/Кількість працівників __________ Regular/Штатних __________

Contractual/Casual/За контрактом/Тимчасових ________________

Nature of Business/Trade/Вид діяльності/Торгівлі
□ Manufacturer/Виробник  □ Authorized Dealer/Уповноважений дилер

□ Information Services/Інформаційні послуги  □ Wholesaler/Оптовик

□ Retailer/Роздрібний торговець  □ Computer Hardware/Комп'ютери, комплектуючі

□ Trader/Трейдер  □ Importer/Імпортер

□ Service Bureau/Бюро обслуговування  □ Site Development/Construction

□ Consultancy/ Консультування  □ Others/Інше _____________

Number of Years in business/Кількість років роботи: __________

Complete Products & Services/Продукти та послуги

______________________________________________________________________

______________________________________________________________________

Payment Details/Реквізити платежу

Payment Method/Спосіб оплати  □ Cash/Готівка  □ Check/Чек

□ Bank Transfer/Банківський переказ

□ Others/Інший

Currency/Валюта  □ Loc.Currency/Місцева  □ USD/дол. США

□ EUR /євро  □ Others/Інша

Terms of Payment/Строк платежу  □ 30 days/днів  □ 15 days/днів

□ 7 days upon receipt of invoice/днів після отримання рахунку

Advance Payment/Аванс  □ Yes/Так  □ No/Ні

□ % of the Total PO/Contract/%від суми замовлення/контракту
Bank Details/Банківські реквізити:

<table>
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<tr>
<th>Field</th>
<th>Information</th>
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<tbody>
<tr>
<td>Bank Name/Назва банку</td>
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<tr>
<td>Bldg and Street/Вулиця, №</td>
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<tr>
<td>City/Місто</td>
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<tr>
<td>Country/Країна</td>
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<td>Postal Code/Індекс</td>
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<td>Country/Країна</td>
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<td>Bank Account Name/Назва рахунку</td>
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<td>Bank Account No./Номер рахунку</td>
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<td>Swift Code/Kod Swift</td>
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<tr>
<td>Iban Number/Міжнародний номер рахунку</td>
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Key Personnel & Contacts

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<tr>
<th>Name/ПІБ</th>
<th>Title/Position/Посада</th>
<th>Signature/Підпис</th>
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Companies with whom you have been dealing for the past two years with approximate value in US Dollars/Компанії, з якими ви співпрацювали впродовж останніх двох років, приблизна вартість у доларах США:

<table>
<thead>
<tr>
<th>Company Name/Назва Компанії</th>
<th>Business Value/Вартість активів</th>
<th>Contact Person/Tel.</th>
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Have you ever provided products and/or services to any mission/office of IOM/Ви коли-небудь надавали товари та/або послуги будь-якому представництву/офісу МОМ?  

[ ] Yes/Так  [ ] No/Ні

If yes, list the department and name of the personnel to whom you provided such goods and/or services/Якщо так, вкажіть відділ та ПІБ працівника, якому надавали товари та/або послуги.

<table>
<thead>
<tr>
<th>Name of Person/ПІБ</th>
<th>Mission/Office/Представництво/Офіс</th>
<th>Items Purchased/Придбані товари</th>
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</table>
Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

У вас є родичі, які працювали, або в даний час працюють у МОМ? Якщо так, будь ласка, вкажіть ПІБ та родинний зв’язок.

---

Trade Reference/ Комерційні рекомендації

<table>
<thead>
<tr>
<th>Company/Компанія</th>
<th>Contact Person/Контактна особа</th>
<th>Contact Number/Тел.</th>
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Banking Reference/ Контактні дані банку або банків, в якому/яких обслуговується компанія-Учасник тендеру

<table>
<thead>
<tr>
<th>Bank/Банк</th>
<th>Contact Person/Контактна особа</th>
<th>Contact Number/Тел.</th>
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**REQUIREMENTS CHECK LIST/ПЕРЕЛІК ВИМОГ**

Please submit the following documents together with the Information Sheet/Будь ласка, подайте наступні документи разом із загальною інформацією:

<table>
<thead>
<tr>
<th>No/№.</th>
<th>Document/Документ</th>
<th>For IOM use only/для внутрішнього використання МОМ</th>
<th>Submitted/Подано</th>
<th>Not Applicable/Не застосовується</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Company Profile (including the names of owners, key officers, technical personnel/Інформація про компанію (у тому числі ПІБ власників, керівництва, технічного персоналу)</td>
<td></td>
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<td>2</td>
<td>Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any/Свідоцтво про реєстрацію компанії, партнерства або корпорації, у тому числі поправки до нього, якщо такі є.</td>
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<td>3</td>
<td>Valid Government Permits/Licenses/Діючі дозволи уряду/Ліцензії</td>
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<td>4</td>
<td>Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)/Сертифікати принципалів (наприклад, уповноваження від виробника, сертифікат ексклюзивного дистриб'ютора, будь-який цільовий сертифікат, з вказанням ПІБ, повної адреси та контактних даних)</td>
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<td>5</td>
<td>List of Plants/Warehouse/Service Facilities /Список заводів/складів/сервісів</td>
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<td>6</td>
<td>List of Offices/Distribution Centers/Service Centers in Ukraine/ Список офісів/дистриб'юторських центрів/сервісних центрів в Україні</td>
<td></td>
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<tr>
<td>8</td>
<td>List of all contracts entered into for the last 3 years (indicate whether completed or ongoing )/Список усіх договорів, укладених протягом останніх 3 років (вказати, завершені або поточні)</td>
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<tr>
<td>9</td>
<td>Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation/Zасвідчення документ про відсутність випадків невиконання контракту протягом останніх 3 років до подання заяви на основі повної інформації про повністю врегульовані суперечки або судові розгляди</td>
<td></td>
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</tbody>
</table>
I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by/Otrimano:

Purchasing Organization/Організація-Покупець
Account Group/Група рахунків

_______________________
Signature/Підпис

_______________________
Printed Name/ПІБ

_______________________
Position/Title/Посада

_______________________
Date/Дата

Industry/Галузь

☐ 001  ☐ 002  ☐ 003

where/де

001 - Transportation related to movement of migrants/Перевезення, пов’язане з переміщенням мігрантів
002 - Goods (e.g. supplies, materials, tools)/Товари (наприклад, приладдя, матеріали, інструменти)
003 - Services (e.g. professional services, consultancy, maintenance)/Послуги (наприклад, професійні послуги, консультації, обслуговування)

Vendor Type/Тип організації

☐ Global/Міжнародна  ☐ Local/Місцева
Annex 3: Official Proposal Template

Date:

To: The Chairperson
Bids Evaluation and Award Committee (BEAC)
International Organization for Migration
Mission in Ukraine
8 Mykhailivska Street, Kyiv
Ukraine

We, the undersigned, declare that;

Having examined the Bidding Document for the Provision of All-Risks Property Liability Insurance for One Calendar Year, issued on 18 July 2016, the receipt of which is hereby duly acknowledge, I, representing [insert name of company] offer to execute the SERVICES in conformity with the Bidding Document for the total fixed lump sum price of [insert total bid amount in words and figures, USD excl. VAT].

I undertake, if my Bid is accepted, to deliver and execute the SERVICES in accordance with the Bidding Document.

I agree to abide by this Bid for the Bid Validity Period specified in the Bidding Document which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, the Bid, together with your written acceptance thereof and the Notice of Award, shall constitute a binding agreement between us.

I hereby certify that the Bid complies with the requirements stipulated in the Bidding Document.

Dated this ______________day of__________________20___.

________________________           ______________________________
[signature over printed name]           [in the capacity of]
Duly authorized to sign Bid for and on behalf of [name of company]
Annex 4: Proponent’s Certification

PROPONENT’S CERTIFICATION

This is to certify that I read and fully understand this Instruction to Proponents (Ref No. UA1-2016-353) along with its Annexes. I am submitting my company’s official proposal fully realizing the terms and conditions of this Instruction. I further certify that I am authorized by my company to submit this proposal in its behalf.

Name : ____________________________________

Company: __________________________________

Office Title: ________________________________

Date: ________________________________
Annex 5: IOM standard mandatory contract clauses

1. Warranties
The Service Provider warrants that:

a) It shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Service Provider to perform any activities under this Agreement. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services at their disposal under this Agreement, for sexual favour or activities, or from engaging any sexual activities that are exploitative or abusive to any person.

2. Dispute resolution
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. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

3. Status of IOM
Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

4. Final clauses
The languages of this Agreement are English and Ukrainian. The English version shall prevail in the event of any discrepancies between the two languages.
5. Termination

5.1 IOM may terminate this Agreement at any time, in whole or in part.

5.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 days from the date of termination.

IOM DATA PROTECTION PRINCIPLES
AGREEMENT FOR THE SUPPLY AND DELIVERY OF SERVICES

1. LAWFUL AND FAIR COLLECTION
Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

2. SPECIFIED AND LEGITIMATE PURPOSE
The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

3. DATA QUALITY
Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

4. CONSENT
Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

5. TRANSFER TO THIRD PARTIES

5. Принципи захисту інформації
Міжнародної організації з міграції
Договір доставки товару

1. ПРАВОМІРНИЙ І ЧЕСНИЙ ЗБІР
Особисті дані мають бути отримані законним та чесним шляхом з повідомленням або зі згоди суб’єкта, щодо якого збирається інформація.

2. ВИЗНАЧЕНА І ПРАВОМІРНА МЕТА
Мета збору і обробки особистих даних має бути чітко визначена і бути правомірною; вона повідомляється суб’єкту, щодо якого збирається інформація, під час її збору. Особисті дані можуть використовуватись лише з певною визначеною метою, крім випадків, коли суб’єкт дає згоду на подальше їх використання, або таке використання відповідає початково визначений меті.

3. ЯКІСТЬ ДАНИХ
Розшукувані та здобуті особисті дані мають бути достатніми, цінними і не виходити за межі визначеної мети збору та обробки інформації. Відповідальні за дані мають вживати всіх необхідних заходів для того, щоб переконатися у їх точності та актуальності.

4. ЗГОДА
Згода має бути отримана під час збору даних, або як тільки вона стає необхідною після збору даних, причому стан і правоздатність вразливих груп та окремих осіб має завжди братися до уваги. Якщо виняткові обставини перешкоджають отриманню згоди, то відповідальний за дані має, як мінімум, переконатися що суб’єкт, щодо якого відбувається збір даних, володіє достатніми знаннями для розуміння визначеної мети, задля якої збирається і обробляється.
Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

6. CONFIDENTIALITY
Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

7. ACCESS AND TRANSPARENCY
Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

8. DATA SECURITY
Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

9. RETENTION OF PERSONAL DATA
Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

10. APPLICATION OF THE PRINCIPLES
These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending inter alia on the sensitivity of the personal data. These principles shall not
apply to non-personal data.

11. OWNERSHIP OF PERSONAL DATA
IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

12. OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES
An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

13. EXCEPTIONS
Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

GLOSSARY

Anonymous data means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

Consent means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

Child means any person under the age of 18 years.

Data controller means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

Data processing means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

Data protection means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with
respect to the collection, storage, use and disclosure of personal data.

**Data protection focal point** means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

**Data subject** means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

**Electronic record** means any electronic data filing system that records personal data.

*Inter alia* (Latin) means “amongst other things.”

**IOM** means the International Organization for Migration.

**IOM beneficiary** means any person that receives assistance or benefits from an IOM project.

**IOM headquarters** means IOM offices in Geneva, Switzerland.

**IOM staff** means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

**IOM unit/department** means the structure at IOM headquarters responsible for IOM activity areas.

**Knowledge** means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

і використання особистих даних.

**Обробка даних** означає спосіб, в якій відбувається збір, реєстрація, зберігання, заповнення, відповіді, використання, розповсюдження, передача і знищення інформації.

**Захист даних** означає систематично застосування набору інституційних, технічних і фізичних заходів безпеки, що зберігають право на конфіденційність у питаннях збору, зберігання, використання і розголошення особистих даних.

Відповідальний за захист даних означає працівника МОМ, що призначена регіональними представниками МОМ для виконання обов’язків контактної особи або особи, що надає відгуки щодо захисту даних, і яка відповідає за моніторинг практики захисту даних у регіонах, які за нею закріплені.

**Суб’єкт, щодо якого відбувається збір інформації**, означає бенефіціарна МОМ, який може бути визначений прямо або опосередковано з врахуванням певного фактору чи факторів. Ці фактори включають ім’я, ідентифікаційний код, важливі обставини і фізичні, ментальні, культурні, економічні або соціальні характеристики, що можуть бути використані для визначення бенефіціара МОМ.

Електронний запис означає будь-яку систему зберігання даних, що фіксує особисті дані.

**МОМ** означає Міжнародна організація з міграції.

**Бенефіціар МОМ** означає бульб-яку особу, що отримує допомогу або вигоди від проекту МОМ.

**Штаб-квартира МОМ** означає офіс МОМ у Женеві, Швейцарія.

**Персонал МОМ** означає всіх осіб, що працюють на МОМ, тимчасово або на постійній основі, включаючи штатних і позаштатних перекладачів, персонал, що займається введенням даних, інтернів, дослідників, призначених радників та медичний персонал.
Personal data means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

Third party means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

Vulnerable groups means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

Vulnerable individual means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.