

Standard Terms and Conditions
for
Purchase Order for Provision of Services (Land Transportation of Goods)

1. Acceptance of Purchase Order

- 1.1 Acceptance of this Purchase Order (PO) by the Service Provider shall effect a contract between IOM and the Service Provider (jointly, the "Parties"). The Service Provider's acknowledgement of the PO, provision of any Services under the PO, or acceptance of any Service Fee shall constitute acceptance of the PO.
- 1.2 The rights and obligations of the Parties shall be governed solely by the PO which shall include the Standard Terms and Conditions, Annex I (Price Schedule), Annex II (Delivery Schedule) and any other Annexes (collectively, the "Agreement").
- 1.3 No additional or inconsistent provisions proposed by the Service Provider shall bind IOM unless agreed to in writing by a duly authorized IOM official.
- 1.4 In the event of a conflict between the terms of any Annex to the PO and the Standard Terms and Conditions, the Standard Terms and Conditions shall prevail.
- 1.5 The PO Number must appear on all invoices and correspondence.

2. Services Supplied

- 2.1 The Service Provider agrees to provide the Services as described in the PO in accordance with the Standard Terms and Conditions and the Annexes.
- 2.2 The Service Provider will provide the Services required in strict accordance with the specifications of PO including pick-up and delivery, loading and unloading. The Service Provider will provide all labour and equipment required to complete the Services including but not limited to drivers, unskilled labour, trucks, boats, any other modes of transportation, tolls or levies, and fuel.
- 2.3 The Service Provider shall commence the provision of Services and fully and satisfactorily complete them by the date indicated and the specifications provided in the PO and any Annexes.

3. Charges and Payments

- 3.1 The Service Fee indicated in the PO shall constitute the full consideration for the complete performance of the Services. If, at any time, contracted capacity has not been made available to IOM (in case of technical breakdown, etc.), the corresponding amounts reflecting daily credits due to IOM will be deducted from the total payable.
- 3.2 In the event of a delay to the specified delivery schedule, IOM shall charge a penalty of 0.1% (one tenth of one percent) of the Service Fee for every day of breach of the delivery schedule.
- 3.3 The Service Fee includes the cost of the salaries and allowances of drivers for each vehicle, Comprehensive Motor Vehicle Insurance, vehicles' maintenance, repair, any taxes and fuel and any other costs related to the transportation services.
- 3.4 The Service Provider shall invoice IOM upon completion of all the Services unless stated otherwise in the PO. The invoice shall include full details of Services provided and any specific requirements stipulated in the PO.
- 3.5 The Service Fee shall become due after IOM's receipt and approval of the invoice, within the period stated in the PO. Payment shall be made in currency stipulated in the PO by bank transfer to the Service Provider's bank account.
- 3.6 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.7 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

- 4.1 The Service Provider warrants that:
- (a) It is the legal owner of the vehicles, and that the vehicles are each properly registered, as evidenced by a Certified True Copy of each vehicle's registration papers. Each vehicle must carry the original registration papers at all times during the period of this Agreement;
 - (b) Each vehicle is covered by a Comprehensive Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a Certified True Copy of comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement;
 - (c) Each vehicle is officially authorized to transport goods and all appropriate national transportation regulations and standards are met;
 - (d) Each vehicle is in roadworthy and in good working condition such as to ensure the safety of the Goods, and has all the necessary tools and equipment that may be needed in times of emergency, as evidenced by a list of such equipment certified by IOM's Transport Supervisor;
 - (e) The vehicles provided by the Service Provider are to include the driver (or in case of long-haul journey, two drivers), an adequate supply of fuel, lubricants, spare parts, a sufficient number of spare tires, and a basic tool kit for emergency repairs. If re-fuelling is not possible because of fuel shortage, IOM will consider the vehicles as non-operational and deductions will be made accordingly.
 - (f) All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;
 - (g) The drivers assigned to vehicles used for the purpose of transportation under this Agreement are to be properly licensed, trained and suitably attired at all times in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM;
 - (h) The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall follow the instructions given by IOM staff, provided those instructions do not go against applicable law. Drivers found to be unsuitable by IOM shall be replaced immediately and without contest;
 - (i) The Service Provider is fully responsible for all the maintenance and repair of each vehicle including when the vehicle is damaged or is not in good working condition. Maintenance should be conducted by the Service Provider every 5,000 km (five thousand kilometers) or 3 (three) months whichever comes first. During such maintenance or repair, the Service Provider shall provide IOM with a service vehicle of the same quality, type and condition as the vehicle which is undergoing maintenance. In case the Service Provider fails to provide such vehicle within 24 (twenty-four) hours of required replacement, IOM reserves the option to either terminate or suspend the Agreement until such time that the subject vehicle or its replacement is made available to IOM by giving an immediate notice to the Service Provider. IOM shall not be responsible for any Service Fee during the suspension period;
 - (j) No arms or prohibited or dangerous items shall be carried/transported on-board the IOM contracted vehicles;
 - (k) The subject vehicles are officially authorized to transport humanitarian aid. All vehicles shall bear IOM markings unless specified otherwise in the PO.
- 4.2 The Service Provider further warrants that:
- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services 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 Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Service Provider, 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 the Services are provided under this Agreement;
 - (h) The Service Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
 - (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 Service Provider 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 Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider 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 Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider 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 Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.3 The Service Provider 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 Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
 - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation;
 - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
 - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
 - (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.

- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.
- 4.4 The Service Provider further warrants that it shall:
- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
 - (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
 - (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
 - (d) Ensure that the SEA provisions are included in all subcontracts.
 - (e) Adhere to above commitments at all times.
- 4.5 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.2, 4.3, or 4.4 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 Service Provider all losses suffered by IOM in connection with such breach.
- 5. Assignment and Subcontracting**
- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.
- 6. Delays/Non-Performance and Force Majeure**
- 6.1 If, for any reason, the Service Provider 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. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 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.
- 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.
- IOM shall be entitled without liability to suspend or terminate the Agreement if the Contractor 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 16 (Termination) shall apply.
- 7. Independent Contractor**
- The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all obligations under this Agreement as an independent contractor and not as an employee or agent of IOM.
- 8. Audit**
- The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider 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, or reproduction. On request, employees of the Service Provider shall be available for interview.
- 9. Confidentiality**
- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.
- 10. 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 addresses of IOM and Service Provider provided on the PO.
- 11. Dispute Resolution**
- 11.1 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.
- 11.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 11.3 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.
- 11.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.
- 12. Use of IOM Name, Abbreviation, and Emblem**
- The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorization. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).
- 13. Insurance and Indemnities**
- 13.1 The Service Provider will be liable for all loss or damage to the Goods other than that caused through no fault of the Service Provider of which IOM will be the sole judge. Upon delivery, the Goods will be counted and assessed and any damage or loss recorded by IOM. All missing or damaged Goods will be debited against any sums due. No fees will be paid in relation to lost/damaged Goods. If the loss/damaged Goods are greater than the sums due, the balance will be deducted by IOM from the sum due in relation to any other agreement with the Service Provider or will be recoverable as damages.
- 13.2 The Comprehensive Motor Vehicle Insurance of each vehicle which is included in the Service Fee shall cover all accidents and any damage caused to the vehicle, its driver and passengers and to a third party as well as property damage. IOM shall not, in any case, be held responsible for any damage to the vehicle or to any third party (whether life, health or property) resulting from any accident in which one of the vehicles may be involved.
- 13.3 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.
- 14. Status of IOM**
- Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM as an intergovernmental organization.
- 15. 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.

- 16.1 IOM may terminate or suspend this Agreement at any time, in whole or in part.
- 16.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination. Upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 16.3 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 Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Fee or costs incurred during the period of suspension of this Agreement.

17. 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.

18. Entirety

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.

19. Entry into Force; Amendments

- 19.1 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 the provisions on Termination.
- 19.2 No amendment to this Agreement shall be valid or enforceable against IOM unless it is in writing and signed by a duly authorized official of IOM.

Standard Terms and Conditions

for

Purchase Order for Provision of Services

1. Acceptance of Purchase Order

- 1.1 Acceptance of this Purchase Order (PO) by the Service Provider shall effect a contract between IOM and the Service Provider (jointly, the "Parties"). The Service Provider's acknowledgement of the PO, provision of any Services under the PO, or acceptance of any Service Fee shall constitute acceptance of the PO.
- 1.2 The rights and obligations of the Parties shall be governed solely by the PO which shall include the Standard Terms and Conditions and any Annexes (collectively, the "Agreement").
- 1.3 No additional or inconsistent provisions proposed by the Service Provider shall bind IOM unless agreed to in writing by a duly authorized IOM official.
- 1.4 In the event of a conflict between the terms of any Annex to the PO and the Standard Terms and Conditions, the Standard Terms and Conditions shall prevail.
- 1.5 The PO Number must appear on all invoices and correspondence.

2. Services Supplied

- 2.1 The Service Provider agrees to provide the Services as described in the PO in accordance with the Standard Terms and Conditions and any Annexes.
- 2.2 The Service Provider shall commence the provision of Services and fully and satisfactorily complete them by the date indicated and the specifications provided in the PO and any Annexes.

3. The Service Fee

- 3.1 The Service Fee indicated in the PO shall constitute as the full consideration for the complete performance of the Services.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services unless stated otherwise in the PO. The invoice shall include full details of Services provided and any specific requirements stipulated in the PO.
- 3.3 The Service Fee shall become due after IOM's receipt and approval of the invoice, within the period stated in the PO. Payment shall be made in currency stipulated in the PO by bank transfer to the Service Provider's bank account.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

- 4.1 The Service Provider warrants that:
- It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
 - It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - In all circumstances it shall act in the best interests of IOM;
 - No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
 - It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - The Service Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
 - 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 Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
 - It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
 - It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider 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 Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.2 The Service Provider 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 Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
 - a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
 - a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
 - a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
 - an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
 - any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.
- 4.3 The Service Provider further warrants that it shall:
- 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:
 - 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.
 - 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.
 - Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
 - Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.

- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times.
- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 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 Service Provider all losses suffered by IOM in connection with such breach.
- 5. Assignment and Subcontracting**
- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.
- 6. Delays, Defaults and Force Majeure**
- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform in accordance with the Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 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.
- 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.
- IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions on Termination herein shall apply.
- 7. Independent Contractor**
- The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.
- 8. Audit**
- The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider 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, or reproduction. On request, employees of the Service Provider shall be available for interview.
- 9. Confidentiality**
- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.
- 10. Intellectual Property**
- 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 Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.
- 11. 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 addresses of IOM and Service Provider provided on the PO.
- 12. Dispute Resolution**
- 12.1 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.
- 12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3 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.
- 12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.
- 13. Use of IOM Name, Abbreviation and Emblem**
- The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).
- 14. 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 as an intergovernmental organization.
- 15. Guarantee and Indemnities**
- 15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.
- 15.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.
- 16. 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.
- 17. Termination**
- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 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 Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. 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.

19. Entirety

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.

20. Entry into Force; Amendments

20.1 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 the provisions on Termination.

20.2 No amendment to this Agreement shall be valid or enforceable against IOM unless it is in writing and signed by a duly authorized official of IOM.

Due to the requirements of the Donor financing the Project (i.e. the U.S. Agency for International Development (USAID)), the Service Provider shall agree and accept the following provisions:

1. Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations
The Service Provider shall have a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:
 (1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
 (2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
 (3) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
 (4) Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
 (5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
 (6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.
2. The Service Provider shall not procure any of the following goods and services and additional restricted goods provided above without the prior approval of IOM:
 - a. Agricultural Commodities.
 - b. Pharmaceuticals (Human or Animals).
 - c. Pesticides.
 - d. Motor Vehicles.
 - e. Used Equipment.
 - f. Contraceptives and condoms.
 - g. Fertilizer.
3. The Donor and IOM require that the Service Provider not discriminate against persons with disabilities in the implementation of projects funded by the Donor. One of the objectives of the Donor's Disability Policy is to engage other donor related entities, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of non-discrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the Project objectives, the Service Provider shall demonstrate a comprehensive and consistent approach for including men, women, and all children with disabilities as appropriate.
4. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, Especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) represents a significant human- rights concern to the United States and the international community. The Service Provider agrees not to engage in trafficking in persons during the performance of this Agreement.
5. The Service Provider must not require employees, contractors or subcontractors to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, contractors or subcontractors from lawfully reporting such waste, fraud, or abuse to IOM. If IOM determines that the Service Provider is not in compliance with this requirement, IOM may seek remedies under this Agreement, including disallowing otherwise allowable costs.
6. If the Service Provider intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the Agreement, the Service Provider must obtain IOM's approval, and coordinate with IOM for obtaining the approval of the USAID Bureau of Legislative and Public Affairs, in advance, in writing. The product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/ Independent Office or Mission and the U.S. Agency for International Development substantially as follows:
 "This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of____, Bureau for____, U.S. Agency for International Development, under the terms of Award No.____. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."
7. The Service Provider must provide IOM with copies as mutually agreed of all published works developed under the Agreement and with lists of other written works produced under the Agreement.
8. The Service Provider acknowledges and agrees that USAID will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the intellectual property and other proprietary rights resulting from the Project for U.S. Government purposes.

Required as applicable provisions (applicable as indicated in the Purchase Order).

Applicable	Not Applicable	
<input type="checkbox"/>	<input type="checkbox"/>	9. <u>Investment Promotion:</u> a. Except as specifically set forth in the Agreement or otherwise authorized by IOM in writing, the Service Provider may not use funds or other support that the Agreement provides for any activity that involves investment promotion in a foreign country. b. If the Service Provider is requested or wishes to provide assistance in the above area or requires clarification as to whether an activity would be consistent with the limitation set forth above, then the Service Provider must notify IOM and provide a detailed description of the proposed activity. The Service Provider must not proceed with the activity until IOM advises that it may do so. c. The Service Provider must ensure that its employees and any subrecipients or contractors providing investment promotion services under the Agreement are made aware of the restrictions set forth in this clause and must reflect this in all contracts and other sub-agreements. d. For purposes of this clause, the term "investment promotion" means activities that carry a high risk of being directly linked to the potential relocation of U.S. jobs, including the following activities: (1) Financial incentives to relocate U.S. jobs, firms, or operations; (2) Investment promotion missions to the U.S. where the intent is to induce U.S. firms or operations to relocate U.S. jobs; (3) Feasibility studies, research services, studies, travel to the host country, insurance and technical and management assistance where the intent is to induce U.S. operations or firms to relocate U.S. jobs; (4) Media advertising in the U.S. aimed at encouraging relocation of U.S.-based operations or firms to the host country; (5) Training of overseas workers for U.S.-based operations or firms that intend to relocate; (6) Support for a U.S. office of an organization where the mission involves offering incentives to relocate; and (7) General budget support for an organization, such as an investment authority or a chamber of commerce, if it engages in any of the foregoing activities.
<input type="checkbox"/>	<input type="checkbox"/>	10. <u>Prohibition on Assistance to Drug Traffickers:</u> The Service Provider must make such reasonable efforts, as are necessary, to ensure that no funds or other support under the Agreement are diverted in support of drug trafficking. Drug trafficking means "any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances."
<input type="checkbox"/>	<input type="checkbox"/>	11. <u>Prohibition on Police Assistance:</u> No funds or other support provided under the Agreement may be used for support to any police, prison authority, or other security or law enforcement forces.
<input type="checkbox"/>	<input type="checkbox"/>	12. <u>Prohibition on Assistance to Military or Paramilitary:</u> Absent prior written approval from IOM, no funds or other support provided under the Agreement may be used for assistance for any military purpose or to any military or paramilitary force or activity.
<input type="checkbox"/>	<input type="checkbox"/>	13. <u>Foreign Government Delegations to International Conferences:</u> Funds provided under the Agreement must not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization. The Service Provider may consult IOM for further information on what constitutes a foreign delegate to an international conference.
<input type="checkbox"/>	<input type="checkbox"/>	14. <u>Condoms:</u> Information provided about the use of condoms as part of projects or activities that are funded under this Agreement must be medically accurate and must include the public health benefits and failure rates of such use and must be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms." This fact sheet may be accessed at: https://www.usaid.gov/sites/default/files/documents/1864/condomfactsheet.pdf . The Service Provider must include this provision in all procurement contracts or subcontracts for HIV/AIDS activities.

Applicable	Not Applicable	
<input type="checkbox"/>	<input type="checkbox"/>	<p>15. <u>Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking</u></p> <p>a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. The preceding sentence does not prohibit the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.</p> <p>b. The following definitions apply for purposes of this provision: “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.</p> <p>c. The Service Provider must insert this provision, which is a standard provision, in all subcontracts for HIV/AIDS activities.</p> <p>d. This provision includes express terms and conditions of the Agreement and any violation of it is grounds for unilateral termination of the Agreement by IOM prior to the end of its term.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>16. <u>Abortion and Involuntary Sterilization Restrictions</u></p> <p>a. No funds made available under the Agreement may be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.</p> <p>b. No funds made available under the Agreement will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment or intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.</p> <p>c. No funds made available under the Agreement will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.</p> <p>d. The Service Provider must insert this provision in all subsequent subcontracts.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>17. <u>Voluntary Family Planning Activities</u></p> <p>a. Voluntary Participation and Family Planning Methods</p> <p>(1) The Service Provider agrees to take any steps necessary to ensure that funds made available under this Agreement will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Service Provider agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the Project.</p> <p>(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this Agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.</p> <p>b. Requirements for Voluntary Family Planning Projects</p> <p>(1) A family planning project must comply with the requirements of this paragraph b.</p> <p>(2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this Agreement, or goods or services financed with such funds, are provided under this Agreement, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.</p> <p>(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.</p> <p>(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (A) any individual in exchange for becoming a family planning acceptor or (B) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.</p> <p>(5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.</p> <p>(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts,</p> <p>(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.</p> <p>(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.</p> <p>(9) The Service Provider must notify IOM when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph. The Service Provider must investigate and take appropriate corrective action as agreed with IOM, if necessary, when it learns about an alleged violation in a project or activities of subparagraph (6) of this paragraph and must notify IOM about violations in a project or activities affecting a number of people over a period of time that indicate there is a systemic problem in the project. The Service Provider must provide IOM such additional information about violations as IOM may request.</p> <p>c. Additional Requirements for Voluntary Sterilization Programs</p> <p>(1) Funds made available under this Agreement must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.</p> <p>(2) The Service Provider must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this Agreement are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.</p> <p>(3) Further, the Service Provider must document the patient's informed consent by:</p> <p>a. A written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or,</p>

Applicable	Not Applicable	
		<p>b. When a patient is unable to read adequately, a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.</p> <p>(4) The Service Provider must submit to IOM and retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.</p> <p>d. Abortion Restrictions.</p> <p>(1) No funds made available under this Agreement will be used to finance, support, or be attributed to the following activities:</p> <p>a. Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;</p> <p>b. Special fees or incentives to any person to coerce or motivate them to have abortions;</p> <p>c. Payments to persons to perform abortions or to solicit persons to undergo abortions;</p> <p>d. Information, education, training, or communication programs that seek to promote abortion as a method of family planning; or</p> <p>e. Lobbying for or against abortion.</p> <p>The term "motivate", as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.</p> <p>(2) No funds made available under this Agreement will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.</p> <p>e. The Service Provider must insert this provision in all subsequent subcontracts involving family planning or population activities that will be supported, in whole or in part, from funds under this Agreement.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>18. <u>Standards for Accessibility for Persons with Disabilities in USAID Assistance Awards Involving Construction</u>: The Service Provider must ensure that in all construction or substantial renovation activities appropriate measures are taken, including compliance with, inter alia, host country standards for accessibility, the International Building Code (IBC) to ensure to persons with disabilities access, on an equal basis with others, to the physical environment, to transportation, to information and communications, including information and communications technologies and systems, and to other facilities and services open or provided to the public, both in urban and in rural areas.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>19. <u>Standards for Accessibility for Persons with Disabilities in USAID Assistance Awards Involving Construction (Disaster Assistance)</u>: Any construction activities authorized under the Agreement must be limited to emergency construction (provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures or provision of temporary structures) intended to be temporary in nature.</p>