

**Standard Terms and Conditions**  
**for**  
**Purchase Order for Provision of General Medical 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, Annex I (Price List), Annex II (Beneficiary Medical Assistance Voucher Form), Annex III (IOM Data Protection Principles) 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 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.
- 2.3 All Services shall be performed upon the written request of IOM only as evidenced by the signed Beneficiary Medical Assistance Voucher Form (Annex II). The Service Provider shall ensure and verify the identity of each IOM Beneficiary prior to the performance of the examination by the Service Provider's personnel. In case of doubt of identity switch, IOM must be notified immediately and examination discontinued until further notice by IOM.
- 2.4 The Service Provider shall timely inform IOM of any further or other examination or treatment that is considered necessary. Provision of such examination or treatment shall be performed by the Service Provider only after receiving IOM's agreement in writing.
- 2.5 Services shall be performed by fully trained, qualified and insured medical personnel in accordance with applicable national medical standards related to health care and medical laboratory testing. Upon request, the Service Provider will make available for IOM's inspection licenses and certificates which indicates that the medical personnel performing the Services under this Agreement are duly licensed as well as documentation related to the maintenance of the equipment, procedures, safety measures and quality of consumables.
- 2.6 Prior to performing any medical services, treatment or examination including prescribing medication, the Service Provider shall inform the IOM Beneficiary of any potential side effects or other relevant consequences. The IOM Beneficiary (or IOM Beneficiary's legal guardian in case of a minor) shall be able to reject examination, treatment or medication at any time. In the case of rejection of examination or treatment, the Service Provider shall first inform the IOM Beneficiary about medical consequence of not undertaking the proposed services, treatment or examination. If still rejected, the Service Provider shall inform IOM about the disruption of Services. Costs are only incurred as far as the requested treatment has been provided up to the point of rejection by the IOM Beneficiary.
- 2.7 If the Services relate to medical examination of IOM Beneficiaries, the Service Provider shall also perform the following services:
- (a) Interpretation of test results by qualified medical personnel using the official forms of the Service Provider, unless otherwise instructed by IOM;
  - (b) In case of a conclusive test result indicating existence of pathological condition, IOM shall be immediately informed and follow-up laboratory examinations shall be conducted as soon as possible. The IOM Beneficiary and the relevant laboratory or radiology department shall be informed about the need for additional examinations which shall be scheduled for the closest available date, preferably on the same day.
  - (c) Completion of the official forms and submission of completed forms to designated IOM staff directly or via courier system as agreed by IOM. Under no circumstances will the results be handed over, or the Service Provider communicate directly to the IOM Beneficiary concerned, her/his family members or any third party unless a prior written authorization from IOM is given in this regard;
  - (d) If radiological examinations (X-ray) are performed, only those of acceptable standards will be accepted and paid for by IOM. IOM shall not pay for non-acceptable radiological examinations. Such examinations include but are not limited to: over or under exposure, wrong posturing, respiratory-blurring artifacts or other artifacts, obscured or cut off lung fields, incomplete or wrong identification on the film or misrepresentation by the IOM Beneficiary;
  - (e) The examination and the interpretation of test results shall be completed on the same day, unless if due to the type of the examination additional time for an accurate interpretation is required. In such case, IOM and the Service Provider shall agree on the maximum amount of time required for testing and interpretation of results which shall be included in Annex II under "Completion By."
- 2.8 If the Services relate to medical treatments of IOM Beneficiaries, the Service Provider shall prepare a detailed final treatment report by qualified medical personnel upon completion of the treatment period and submit to IOM
- 2.9 In case of complications or side effects caused by acts or omissions of its personnel, the Service Provider shall be fully responsible to remedy the present medical conditions until the IOM Beneficiary has no existing medical condition resulting from the aforementioned conduct at no additional cost to IOM;
- 2.10 IOM has the right to request an update on progress of treatment and/or examination of any IOM Beneficiary at any time and the Service Provider shall issue the update within 1 (one) day of IOM's request.
- 2.11 All the equipment used shall comply with the highest applicable national standards on medical examinations and safe radiation levels. The Service Provider's facilities shall, at all times, observe the international standards of sterile technique in all samples handled.
- 2.12 All services under this Agreement shall be performed with confidentiality, in accordance with IOM's Data Protection Principles (Annex III). Communication of any information regarding the patient needs to be coded by the Beneficiary Reference Number as provided in the Beneficiary Medical Assistance Voucher Form. IOM shall share a master list to link the IOM Beneficiary to her/his reference number to the Service Provider and update such list as required. The actual name of any IOM Beneficiary must not be used in any other communication between the Parties.
- 2.13 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

**3. Charges and Payments**

- 3.1 The all-inclusive prices for the Services under this Agreement are specified in detail in the Price Schedule (Annex I) attached to the PO. Any changes to the Price Schedule, including variations to any of the prices (each, a "Price") shall be made in writing with the consent of both Parties.
- 3.2 The Price for respective examination or treatment is inclusive of all consumables necessary for the provision of requested Services. If the examination and/or treatment require hospitalization, the Price shall be inclusive of rental of accommodation and provision of appropriate food of sufficient quantity and quality for the duration of the stay of each IOM Beneficiary.
- 3.3 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, including the dates of the Services, description of services provided in detail, cost breakdown and total cost for IOM, including medical documentation. The original of the IOM Beneficiary Medical Assistance Vouchers shall be attached to the submitted invoice.
- 3.4 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.
- 3.5 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.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment whether in whole or in part 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 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 Price(s) 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.
- 4.2 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) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 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.

4.4 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. 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 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.

## 6. 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.

## 7. Dispute Resolution

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

## 8. Delays, Defaults and Force Majeure

8.1 If the Service Provider fails to provide the Services within any time limits 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 Price for the Services per day of delay or part thereof up to a maximum of 10% of the Price. 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.

8.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this 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.

8.3 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 of Article 17 (Termination) shall apply.

## 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. 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)).

## 12. 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.

## 13. Guarantee and Indemnities

13.1 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.

13.2 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.

**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. Assignment and Subcontracting**

15.1 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.

15.2 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.

**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 fees 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 Article 17.

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