



International Organization for Migration (IOM)
The UN Migration Agency

IOM Finland Mission

REQUEST FOR INFORMATION RFI#2021-0001

21 April 2021

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

Under the project Pre-Departure Orientation for Sweden-bound Quota Refugees Pilot 2020-21, IOM has received funding from the Swedish Migration Agency to manage and implement the project. During pre-departure orientation (PDO), quota refugees receive information about their resettlement to Sweden and the topics covered include travel, geography and climate, laws and principles, social and cultural adaptation, among other subjects. Within the project, IOM is to design the teaching materials that will be used during the trainings, including audio-visual material.

IOM Country Office in Finland now requests *Information* from Companies for *the production of eight (8) video clips with a duration of five (5) minutes for each video clip. The process includes pre-production, filming, editing, translating and dubbing using real people or animation. The language spoken is Swedish and filming is in Sweden. Material will be translated into nine languages including: Arabic, Tigrinya, Somali, Swahili, Dinka, French, English, Amharic and Persian. The scripts are attached – Annex A.*

In addition, the company is responsible for interviewing refugees that have moved to and integrated in Sweden. These six “video testimonies” will last about five (5) minutes each and refugees are to be interviewed either in Swedish or in their native language. IOM will provide the questions and list of people to be included. The testimonies must be approved and possibly edited by IOM before final submission.

The Information shall contain the following:

- a.) Company profile including annual turnover for the last three years,
- b.) Summarising previous experience in similar projects including samples,
- c.) Production technology and capacity including animation
- d.) Outlining delivery timeline,
- e.) Willingness to accept IOM standard service agreement (Annex B) including payment Terms which is 100% payment after delivery,
- f.) Any additional information requirements for this type of project, e.g. standard format for scripts, and
- g.) Confirmation that filming is without masks, i.e. no masks visible in the films.

This RFI is issued for market research and internal planning purposes of IOM. Vendors are requested to review above questions and complete their answers in their chosen format. Vendors should clearly mark any proprietary information submitted in response to this RFI.

On the basis of this RFI, IOM shall draw up the specifications from the gathered information which may be issued later as a Request for Proposals (RFP).

Upon receipt of responses to this RFI, IOM may request vendors for actual product samples. These samples can be sent through links or electronic mail. These samples are intended to provide information to IOM and will not be subject to an evaluation. Please also note that IOM does not intend to pay for any information furnished in response to this RFI or will not be responsible for any costs incurred by the vendors related to the response to this RFI or any other activities related to preparation or shipping of sample. This call for RFI does not constitute a solicitation.

Please note that this is not an Expression of Interest (Eoi), and therefore the outcome of this survey may not necessarily result in an Invitation to Bid or a Request for Proposal.

The Responses shall be submitted through electronic mail at email address tpuolakka@iom.int copying jjanis@iom.int no later than *30 April 2021*. Receipt confirmations, status updates or clarifications in response to this RFI or planned solicitation, will not be provided.

IOM also reserves the right to require compliance with additional conditions as and when issuing the solicitation documents. Submitting a reply to a call for RFI does not automatically guarantee that a supplier will be invited to tender.

All information which comes into IOM's possession or knowledge in connection with the RFI is to be treated as strictly confidential and will not be communicated to any third party.

Nothing in this RFI affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

Very truly yours,

IOM Country Office in Finland

ANNEX A

Expanded Video Concepts

Everyday life in Sweden

Animated characters against real backdrops or with actors (depending on what the production company says is possible). Parts of the video are narrated by a voice explaining what is happening or giving information about services, but during the scenes you also hear the characters' lines to each other.

Follows two migrant families (one Syrian and one Congolese) in parallel from morning till evening.

Family 1: consists of mother, father and three children.

Family 2: a single parent family, preferably a single mother, with two children.

1. In the opening scenes, the families are putting on their winter clothes in the hallway, getting ready to leave the apartment. The frame switches from the first family to the second family. In family 1, both the mother and the fathers help the kids dress/put on their backpacks.
2. The following scenes show the families dropping of their children at daycare/school (by foot, bike or public transportation).
 - a. Family 1: the father drops off the youngest at daycare and the mother drops off the two school-aged children at school. One of them has a physical or mental disability to show that Swedish education accommodates children with disabilities. Footage from school is shown and the children say a few comments about school (how they like it, how it compares, friends, learning Swedish, etc.)
 - b. Family 2: Single mother accompanies youngest child to school (by foot, public transportation or bike) and the eldest child bikes to school on his/her own. As the video follows the eldest child s/he talks a little bit about what school is like. Some shots of his/her school could also be shown.
3. In the next scenes, the adults take public transportation or bike to work (here the extras on set should represent different genders, ages and backgrounds). Video shows short segments from each adult's workplace. A variety of workplaces could be displayed (for example: service industry, office job, manufacturing work). One scene from the workplace could include short segments from the lunchroom so the audience sees one of the characters eating a brought lunch together with other colleagues.
4. Transition to next half of the video: each adult is seen leaving their workplace.
5. The following scenes depict what takes place after work/school through short segments.
 - a. Father from family 1 picks up youngest child from daycare (a male childcare provider greets parent/helps child during pick-up) and goes grocery shopping.
 - b. Mother from family 1 picks up school-aged children and goes to an after-school activity. Child with disability is also able to participate (swimming or horseback riding could be suitable activity), or alternatively the mother goes for a walk with the child (if s/he is in a

- wheelchair) while the activity takes place. The children could comment about their activity, e.g. how they like it, how they got started, etc.
- c. Single mother picks up youngest child, bikes/takes public transportation home and starts with cooking (older children help?).
 6. Next scenes briefly show the different families having dinner. Frame shifts from family 1 to family 2. After dinner, the older children of the family help clear the table, help load the dishwasher/place the dishes in the sink.
 7. In the following scenes, the school-aged children are seen doing homework with the help of the parents. Frame shifts from family 1 to family 2. Younger children have written homework or an assignment on Bingel (or similar platform) and teenager in family 2 is doing homework on his/her school laptop. Here the children can comment about their school work or share thoughts/reflections about school or their future. Once the children are done with homework, they wind down in front of phone/laptop/TV or play.
 8. Next scene briefly shows all children in family 1 and 2 going to bed.
 9. Scenes depicting adults winding down/doing adult activity.
 - a. Family 1: mother and father relaxing, watching TV or scrolling on their phones. Perhaps one of them is reading/doing homework for adult school.
 - b. Family 2: Single mother paying bills using her phone/tablet/laptop.
 10. In the ending scenes, all adults are seen going to bed. The scene ends with one adult setting the alarm for the next day and turning off the bedside light.

Accomodation

Filmed with actors

Characters: migrant family and municipal representative

1. Video opens by showing footage of a typical apartment block and surroundings.
2. Following the opening scene, a municipal representative explains the types of housing provided for quota refugees, standing in front of the apartment block.
3. Next, the camera/viewer enters one of the apartment buildings, goes up the stairs/elevator and knocks on the door of one of the apartments.
4. In the next scene, a migrant family opens the door, welcomes the camera/viewer in.
5. In the following scenes the family gives the camera/viewer a tour of the apartment (the apartment is not in perfect condition and modestly furnished, but clean).
 - a. Family member (child/youth) displays kitchen and explains that the apartment is equipped with fridge, freezer, oven and stove.
 - b. Another family member (child/youth) shows outlets for internet and landlines and explain that they have a Wi-Fi subscription which they need to pay every month from their income.

- c. One of the children is seen drinking water from the tap (to show audience that it's safe), Someone (e.g. mother or narrator) comments that it is good that tap water is drinkable in Sweden.
 - d. Entire family sits on the couch and tells the camera/viewer about showing courtesy to neighbors, limiting noise between certain hours, common rules for all tenants and fire safety (no smoking, smoke detector, fire extinguisher, not blocking stairway).
- 6. Next, a municipal representative shows the camera/viewer the common spaces (waste room, laundry room, storages) and describes the function of each place and common practices, including different ways of booking the laundry room.
- 7. Camera returns to the family on the couch and the family explains what tenants should do if there's a problem with the apartment.
 - a. Mother gives example of when she discovered there was no water in the tap. Accompanying scenes start to roll and video shows her calling the housing company, describing the problem and a janitor arriving to fix the problem.
 - b. While the family is on the couch in front of the camera, the light bulb in the room goes out. Mother/father explains that this is something tenants have to fix themselves, goes to get a light bulb and comes back and replaces the light bulb.
- 8. Video ends with family showing the camera/viewer out the door and waving goodbye.

Travel and reception in Sweden

Entirely animated video: Animated characters against real backdrops where real backdrops are possible, otherwise animated surroundings.

Many sections of the script Jaklin provided will be used.

1. The opening scene shows a family at the gate, waiting to board a plane to Sweden (the family is warmly dressed because they have been told it is cold in Sweden). Here a narrator describes that the purpose of the video is to explain the travel procedure and reception in Sweden. Here there is a short description of which items the family has in their carry on (irreplaceable documents, wallet, snack, warm clothes) and the importance of keeping the IOM bag visible and with you at all times so representatives can spot them.
2. The following scenes show images/clips of travel documentation and airport procedures (transportation to airport, check-in, security, passport control, reading your boarding pass, locating your gate) while a narrator explains each step and also highlights the importance of following airport rules and regulations.
3. The video returns to the family at the gate who is about to board their flight. The scenes show the family boarding the plane, finding their seats, stowing hand luggage and fastening seatbelt.
4. In the following scene, the plane takes off and the video shows images of the family in the cabin during the flight. Here the narrator goes over dos and don'ts onboard a plane, in addition to general information about lavatories, in-flight service, safety, etc..

5. Next, the aircraft lands in Sweden and we see the family disembark the plane. Here the narrator explains what happens after landing in Sweden as the accompanying scenes unfold.
A representative from Sweden meets the family at the gate (and recognizes them from the IOM plastic bag they carry) and guides them through the following steps: passport control; baggage claim; connecting flight to municipality of residence.
6. Next we see the family on board their connecting flight. Here there is an explanation that most refugees will have to get on another plane or travel by arranged taxi, bus, train to get to their new home.
7. After family gets to arrival hall at local airport, a representative from the municipality meets the family together with an interpreter.
8. In the following scenes, the family travels together with the representative to the municipality (in Northern Sweden?) by taxi, car, bus (fall or winter landscape is portrayed in background and preferably real footage of Swedish nature/landscapes showing lots of forest). Here the narrator describes the procedure and highlights that Sweden is a big country and that refugees can end up in a small town or in the countryside, as well as bigger city or urban area.
9. In the end scene, the family is shown into a simple, scarcely furnished apartment by the municipal representative who also gives them their own keys to the apartment. The family puts down their luggage, smile and show signs of relief (maybe they all embrace?). The municipal representative explains that there is some food for the family in the kitchen and that he/she will be back in the morning to check that they are all fine and will take them to tax agency, bank and show them around.

Social and cultural adaptation

Footage from the six testimonial videos with real persons that touch upon social and cultural adaptation can be compiled for this video (interviews with migrants of different ages, gender and cultural backgrounds). Certain topics, norms, situations, etc. that the migrants touch upon can be illustrated to the audience through separate scenes. The staging of the topics/situations the migrants describe could be animated. The video should include the perspective/testimonial of an unaccompanied minor.

The video should touch upon the following topics:

- Culture differences migrants encountered and learning/accepting societal norms and values.
- Identity and identity change - touching upon freedom of religion and freedom to choose your own identity (incl. Sexual identity).
- Skills, tools and strategies that were useful for newly arrived persons, like coping with culture shock and learning new child rearing practices.
- Gender roles, maybe touching upon dating culture and raising children as a single parent.
- Language
- Work or studies
- Senior citizens describing retirement.

If the footage from the testimonials is not enough to create content for this video, additional interviews could be conducted to fill in the gaps with a select few. An alternative is that some typical Swedish customs/norms are staged through animations, or alternatively Swedes/migrants could explain these customs/norms to the camera/viewer. See <https://urplay.se/program/206230-nyfiken-pa-sverige-lagar-och-traditioner> for reference (starting at 03:33).

Values and principles – The fundamentals of Swedish democracy

A combination of animated scenes and scenes with real actors

Family: could consist of mother, father and children, or single mother with children

1. The video begins with an introduction that many of the Swedish societal norms and values are related are human rights based. Here there is a brief, simple explanation of human rights and the obligation to respect everyone in society, including minority groups, and the individual's right to choose their own identity in Swedish society. There is also a brief explanation of Sweden being an individualistic society. *Combination of animations and real footage. Animations could help to visually clarify/explain human rights. The real footage can include groups of people, the house of parliament, Stockholm city hall, the Swedish flag, etc.*
2. In the opening scene, the migrant family receives information about the upcoming *local* elections in their mailbox, or alternatively watch news about the upcoming election on television. *(real actors)*
3. Next, the adult(s) of the family explain the principles and workings of the Swedish democracy to the camera/viewer. Here accompanying animated scenes can roll while the person(s) talk. *(combination of real actors and animations)*
4. The conversation transitions into talking about civil society. The family explains that there are other ways of influencing society in addition to voting, such as becoming involved in organizations, associations, clubs/hobby groups (*föreningsverksamhet*). *(real actors)*
5. In the next scene, one family member is at a meeting for their sports club/hobby group. The person describes the workings of clubs/hobby groups and how people can influence and shape their immediate surroundings through democratic principles. *(real actors)*
6. In the following scenes, the teenager in the family describes being a part of an ethnic/cultural/migrant organization, the activities they do, including promoting cultural awareness and sharing their culture with the community. Here the person highlights equality and respecting people of all cultures, nationalities, religions, etc. *OR* the teenager could play in a band through a *studieförbund* and can explain how being in a band is a form of *föreningsverksamhet* and a way of practicing/implementing democratic principles.
7. [Time permitting, the children in the family could share how they are able to exercise influence at school (voting on things in the classroom, student council [*elevråd*], school newspaper, open dialogue with teachers).]
8. The last section of the video focuses on the freedom of assembly, freedom of speech, freedom of press, the low level of corruption, equality, anti-discrimination and freedom of religion

(mentioning that all major religious groups have establishments in Sweden and that there are churches, mosques, temples, spaces where people can worship). A narrator explains these fundamental rights whilst accompanying animated scenes are shown. (animations)

9. In the final scene, the video returns to the migrant family and the family members explain that Swedish democracy rests on the principle that everyone is equal, that everyone has the right to exercise their rights and feel safe. The children of the family should also share their perspective (e.g. if they feel safe, the freedoms they enjoy, the right to choose for themselves/be who they want to be) (real actors)

Public services in Sweden

Animated against a real backdrop or with real actors (depending on what the production company says is possible)

Characters: mother with toddler, man, father and child, migrant (Female in her 20s), unaccompanied minor (M/F)

For the descriptions of services, it will be highlighted that individuals have to be proactive in seeking services and that there may be long waiting periods.

1. Brief intro with a narrator describing that the purpose of the video is to introduce some public services in Sweden, namely healthcare system, dental care, Försäkringskassan, Migrationsverket, social services and the library. Brief footage from the coming scenes could be displayed during the intro.
2. First, the audience is introduced to a barnavårdscentral (BVC). There are scenes of a mother and her toddler visit BVC for a routine check-up. A nurse/doctor at BVC could describe how the system works on a general level to mother or camera. *If health professionals are required to wear masks in front of the camera, animations are preferred.*
3. Next, the video switches to a man visiting a healthcare clinic. As the man checks in at the reception and waits in the waiting room a narrator describes how system works on a general level also highlighting the level of digitalization (booking appointments online and digital identification). The man later sees a doctor/counselor for depression/trauma symptoms. During the visit the man and health care provider use an interpreter. Here the doctor/counselor could make a brief explanation about importance of both physical and mental health, as well as highlight the right to an interpreter when accessing health care and visiting state agencies. *If health professionals are required to wear masks in front of the camera, animations are preferred.*
4. In the following scenes, the same man visits Försäkringskassan in an errand related to his doctor's visit. Here the discussion between the man and representative from Försäkringskassan provides general information about Försäkringskassan. The representative also highlights that services mostly are digital.

5. Next, we see a father at the dentist together with his child who has been called to an appointment. While the child is in the dentist's chair, a narrator describes the system on a general level. The child could comment on his/her dentist experience.
6. In the next segment a young female migrant visits Migrationsverket to provide documentation pertaining to a case/errand. Here there is also a brief explanation of Migrationsverket's digital services (information through the website, applying for citizenship, following progress on a case, etc.) and footage of their website
7. Next, the video follows an unaccompanied minor as s/he meets with his/her contact person at social services. The young person explains the type of support s/he's been offered to the camera/viewer. The social worker then explains other services available to families, elderly, people suffering from addiction to the camera/viewer.
8. Following his/her appointment, the video follows the young person as s/he goes to the library to use a computer to google something his/her case worker mentioned during their meeting. Here the character briefly describes available services at the library to the camera/viewer, including the possibility to use library computers to pay bills, use the internet, do homework, print, scan documents, etc.

Work, taxes and the welfare system

Partially animated against real backdrop and partially filmed with actors

Characters: migrant man (aged 40-50), migrant woman (aged 40-50), character 1 (Male in his 50s), employment officer, character 2 (Female in her early 20s), retired migrant

1. The video begins with interviews with a migrant man and woman explaining the importance of work and work being central to the economy and welfare system. Here they highlight that it's never too late to join the workforce and that both men and women in a household are expected to participate equally in working life. The frame switches from one person to the other. The persons briefly explain the workings of the Swedish welfare system as accompanying animated scenes roll and also explain that they pay taxes on their earnings. Here it is highlighted that everyone needs to contribute to the system in order for it to continue functioning. *(real actors and animations)*
2. Next, migrant 1 is seen entering Arbetsförmedlingen. He has an appointment with his employment officer at Arbetsförmedlingen (alternatively the meeting could be digital to show that many services are digital). During their meeting, the employment officer explains the job seeking process, accrediting previous experience/education and financial support and services available to jobseekers registered with Arbetsförmedlingen, *including digital services. (Animated or real actors, depending on what production company says is possible)*
3. In the following scenes, the camera/viewer follows character 2 in her workplace. Character 2 explains to the camera/viewer that she is working part time during her studies and shares her future aspirations. She explains the importance of learning Swedish and describes that she

heard about the job opening through her network, applied for the job and got it. (Animated or real actors, depending on what production company says is possible)

4. The video returns to character 1 who has another visit with his employment officer. The officer talks about the possibility of starting a business. Character 1 explains that he had considered the idea but that he has been offered a job by his friend. The officer asks character 1 to tell him more about the job and asks if he has been given a contract. Character 1 says no and the officer explains that you have to have a written contract in order for work to be legal and explains the consequences of not having a contract. (Animated or real actors, depending on what production company says is possible)
5. Here, there is a transition to worker's rights, worker's unions and unemployment pay and a-kassa. The employment officer provides explanation to the camera/viewer and then accompanying animated scenes unfold. Alternatively, there can be a narrator doing a voice over while the scenes unfold. (animated [and real actor])
6. Thereafter, the video moves to an interview with a retired migrant. The migrant shares what it is like to be retired, what daily activities s/he does and talks about the pension s/he gets. To elaborate the pension system a little further, a narrating voice could take over while accompanying animated scenes unfold. (real actors and animations)
7. In the final scene, the video returns to character 1 who has just been at a job interview. He describes that he is hopeful and his reasons for wanting a job, mentioning the social aspects, wanting a steady income, wanting to be able to afford more than the essentials and feeling useful. (real actor)

Sweden's geography and climate

A combination of animations, real footage and interview segments

1. The video begins by showing Sweden's location on a world map with a narrator mentioning some basic geographical facts (size, capital, neighboring countries). During this segment traditional Swedish music plays in the background. (animations)
2. Next, the video goes into describing the seasons (weather, temperature, changes in nature, which months out of the year and perhaps listing common activities for each season, e.g. swimming, mushroom picking, skiing, etc.), beginning with spring and ending with winter. For each season, important Swedish holidays or traditions are also introduced with accompanying footage (1:a maj, Easter, midsummer, all saints, Christmas). In the segment on winter, regional differences during winter are shown (snowy cityscapes, countryside, southern Sweden vs. Central Sweden vs. Northern Sweden, slush, darkness). (animations and real footage if possible during time of production)
3. In the next segment, different characters dress for winter – an adult, child and toddler. The characters (or a narrator) explain the importance of proper clothes in winter, layering and using reflectors for increased visibility while the animated scenes unfold. Here it is explained that if refugees are resettling to Sweden during the autumn or winter, it is important to prepare and dress warmly during the travel to Sweden. (animations)

4. In the following scenes, there are short interview segments of different migrants (including migrant children/youth) sharing their experiences of winter and how they have adapted to the Swedish climate (segments could be taken from testimonial videos). [\(real persons\)](#)
5. The next portion of the film touches upon allemansrätten. While accompanying animated scenes unfold, a narrator explains the right to move around freely in Sweden and the free access to public spaces such as parks, forests, nature reserves and beaches (people walking their dogs can be included in the footage to show tan many Swedes have pets). The guideline “do not litter, harm, disturb and destroy” is also introduced and explained (includes explanation about not harming wild life or animals in general because Sweden respects animal rights). This segment could end with an encouragement to explore Swedish nature and all it has to offer. [\(animations\)](#)
6. The video ends with a segment on Swedish culture. A combination of Swedes and migrants (of all ages) explaining/sharing customs and foods that are typical Swedish (e.g. fika, cinnamon roll, princess cake, semla, crayfish party, Christmas food, easter food, meatballs, cured salmon, herring, etc.)
 - Throughout the scenes, traditional Swedish music and Swedish classics should play in the background.

ANNEX B

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and **[Name of the Service Provider]**, [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: *[add or delete as required]*
 - (a) **Annex A** - Bid/Quotation Form
 - (b) **Annex B** - Price Schedule
 - (c) **Annex C** - Delivery Schedule and Terms of Reference
 - (d) **Annex D** - Accepted Notice of Award (NOA)

2. Services Supplied

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

2.3 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 Service fee for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]), which is the total charge to IOM.

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

3.3 Payments shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account: [insert the Service Provider's bank account details].

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 derogating from any other right it may have, to defer 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 or when IOM reasonably suspects that the Service Provider is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

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 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 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) 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 destroy, 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 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.
 - 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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

4.4 The above warranties shall survive the expiration or termination of this Agreement.

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/Non-Performance

- 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*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

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 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. 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 following address:

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

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

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

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 terminate or suspend this Agreement at any time, in whole or in part.

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. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination.

17.3 Upon any such 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. Final clauses

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 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service fee) shall be made through an amendment to this Agreement signed by both Parties.

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

For and on behalf of
The International Organization
for Migration

Signature

Name
Position
Date
Place

For and on behalf of
[Full name of the Service Provider]

Signature

Name
Position
Date
Place