



**ФОНД
„УБЕЖИЩЕ,
МИГРАЦИЯ И
ИНТЕГРАЦИЯ“**



Този документ е създаден с финансовата подкрепа на Фонд „Убежище, миграция и интеграция“, съфинансиран от Европейския съюз. Цялата отговорност за съдържанието на документа се носи от Международна организация по миграция и при никакви обстоятелства не може да се приема, че този документ отразява официалното становище на Европейския съюз и Отговорния орган.

CONSULTANT CONTRACT

The International Organization for Migration (IOM), hereinafter referred to as “the Organization”, represented by Radoslav Stamenkov, Head of Office, and....., ID number , ID card number, issued on by, permanent address:, hereinafter referred to as “the Consultant”, have agreed as follows:

1. The Consultant will carry out, under IOM's supervision, the tasks specified in the Terms of Reference attached to this Contract as Annex, which is an integral part of this Contract. The rights and obligations of the Consultant are those specified in the terms and conditions set out in this Contract and the Annex.
2. The duration of this Contract is , commencing on and terminating on
3. The place of duty shall be Bulgaria.
4. The all-inclusive fee due to the Consultant under this Contract is Bulgarian Leva (BGN) and represents the fees due for ... consultancy time in, Bulgaria. The fee shall be paid upon completion of all the tasks under this Contract to the Bank Account indicated by the Consultant. This fee shall be final and not subject to revision.
5. The Organization reserves the right to withhold payment in full or in part should the provision of the services listed above and under the Terms of Reference not be provided in full or prove to be inadequate in light of the expectations stipulated in the attached Terms of Reference.
6. The fee stated in paragraph 4 is final.
7. No other responsibilities and duties shall arise for the Organization in respect of this Contract, nor does the Consultant acquire any right to other benefits, payments, subsidies or compensation other than those agreed upon under this Contract.
8. The Organization will provide insurance coverage with respect to occupational injury during the Contract period under its Compensation Plan, free of charge. The Consultant shall be responsible for securing his/her own

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insurance coverage not covered by the Compensation Plan.

9. In the event that the Organization requires reasonable additions or modifications to the work performed under this contract after its date of expiry or termination, the Consultant's performance of such services will not give rise to extra compensation.
10. The Organization reserves the right to copyright, intellectual property and other rights on documents produced by the Consultant under this Contract, including any modifications to documents submitted by the Consultant. The Consultant shall not publish, use, cite, refer to any document produced by the Consultant under this Contract without prior authorization by the Organization.
11. The Organization shall not be responsible for any lawsuits, claims, demands and liability of any nature or kind relating to and arising from, directly or indirectly, the Consultant's acts or omissions in the performance of the contractual obligations contained herein, asserted against the Consultant.
12. The Consultant is responsible for payment of any taxes on fees received under this Contract.
13. The Consultant shall not communicate to any person or entity, during or after expiry or termination of this Contract, any information that would have been transmitted to him/her in the performance of the tasks specified under this Contract, without prior authorization by the Organization.
14. The Consultant shall not publish or in any other way make use of his/her association with the Organization under this Contract without prior written agreement by the Organization. The Consultant shall not use the name of the Organization, its logo or official stamps in his/her profession, business or other private or public activities, either during or after the contract period.
15. The Consultant undertakes to carry out the tasks and responsibilities assigned to him/her under this Contract with loyalty, discretion and responsibility and to conduct himself or herself in accordance with the Organization's Standards of Conduct, Policy on a Respectful Working Environment and Policy on the Prevention of Sexual Exploitation and Abuse. By signing this Contract, the Consultant acknowledges that he or she has been provided with copies of the Standards of Conduct and the aforementioned policies, has read and understood them and agrees to comply with them.
16. Any disagreement or dispute concerning the interpretation or application of the terms of this Contract shall be settled by mutual agreement or, failing that, through arbitration.
17. No change or modification of the Contract shall be made except by prior written agreement between the Consultant and the Organization. The Consultant shall not assign, transfer, pledge, sub-contract or make other disposition of the Contract or any part thereof, or of any of the Consultant's rights, claims or obligations under this Contract except with the prior written consent of the Organization.
18. This Contract may be terminated by either party at any time through advance written notice of at least one day to the other party. No such notice shall be required for the Organization if termination is due to a serious fault on the part of the Consultant. In the event of termination, the Consultant shall be paid on a pro rata basis for no more than the actual amount of work performed to the satisfaction of IOM.

19. The obligations stated in paragraphs 9, 10, 11, 12, 13 and 14 shall survive the termination or expiration of this Contract.
20. Nothing in this Contract affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

The present Agreement has been compiled in two copies in English and two copies in Bulgarian - one in each language for each party. In case of any discrepancies between the English and the Bulgarian versions, the English version shall prevail.

In on
2021

In..... on
2021

The Consultant:

**For the International Organization for
Migration (IOM):**

.....

Radoslav Stamenkov
Head of Office
IOM Bulgaria