



LEG C.8. SECURITY SERVICE AGREEMENT

IOM office-specific Ref. No.	
IOM Project Code	

SECURITY SERVICE AGREEMENT
between
The International Organization for Migration
and
[Name of the Other Party]
on

Continuous 24-hour physical security seven days per week in two Safety Zones for Unaccompanied Asylum-Seeking Children located in the State Agency for Refugees' (SAR) Registration and Reception Centre in Sofia – Ovcha Kupel and Voenna Rampa

This Security Service Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its office in Bulgaria, 77 Tsar Asen str., represented by Radoslav Stamenkov, Head of Office, hereinafter referred to as “**IOM**,” and **[Name of the Other Party]**, **[Address]**, represented by **[Name, Title of the representative of the Other Party]**, 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 continuous 24-hour physical security seven days per week in two Safety Zones for Unaccompanied Asylum-Seeking Children located in the State Agency for Refugees' (SAR) Registration and Reception Centre in Sofia – Ovcha Kupel and Voenna Rampa 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:

- | | | |
|-----|----------------|----------------------------------|
| (a) | Annex A | Quotation Form |
| (b) | Annex B | Terms of Reference |
| (c) | Annex C | Procurement Procedure |
| (d) | Annex D | IOM's Data Protection Principles |

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.



2. Services Supplied

2.1 For the provision of Security Services (the “**Services**”), the Service Provider shall:

- (a) Provide unarmed security guards for the Safety Zones for Unaccompanied Asylum-Seeking Children located in the State Agency for Refugees’ (SAR) Registration and Reception Centre in Sofia – Ovcha kupel and Voenna Rampa (“**Premises**”) as outlined by Article 3.2 who shall perform the following tasks:
 - (i) Control access to the Safety Zones for Unaccompanied Asylum-Seeking Children, perform security checks for bags and packages brought by visitors and IOM and SAR staff in and outside of the Premises, issue passes, direct visitors to appropriate areas, and complete visitor log entries. However, it is understood that the guards and supervisors shall not be entitled to inspect IOM diplomatic pouches or mail delivered to the premises; Ensure that all visitors and staff vacate the building after office hours;
 - (ii) Perform regular security check on all doors, windows, gates, CCTV and other relevant security installations, especially when no IOM personnel is present;
 - (iii) Log and report all incidents relating to security. The guards shall maintain accurate log books to record each of the following:
 - i. the chain of custody of the keys and other equipment provided by IOM, referencing the names of the guards, and the dates and times at which they received and returned the keys and radio equipment;
 - ii. entry and exit of all personnel and visitors (including guards and supervisors reporting for duty and ending shifts), including names, dates and times of entry and exit;
 - iii. all goods or materials brought into the Safety Zones for Unaccompanied Asylum-Seeking Children, including the names of the delivery personnel, the dates and times of delivery, and the nature of the items delivered;
 - iv. entry and exit of all vehicles (including those of the guards and supervisors), including the identities of the drivers and the passengers, and the make and plate numbers of the vehicles; and
 - v. any security incidents, including a detailed report on the incident, including the names of the persons involved.
 - (iv) Any security related incident needs to be reported immediately to the relevant IOM Safety Zone Coordinator whose name shall be communicated to the Service Provider by IOM. In case of emergencies (fire, theft, sabotage, attack, bombing alert, flood, etc.), security guards shall first attend to the emergency, ensure maintenance of proof and evidence of crime, and shall immediately notify the IOM Field Security



- Officer, Local Fire Department, and the Local Police Department of the incident;
- (v) Always establish coordination with, and receive work-related instructions from the IOM Safety Zones Coordinator, shall accommodate the instructions given, and shall inform the IOM security focal point of any issues that may arise that are beyond their capacity or authority to resolve;
 - (vi) Get acquainted with the IOM staff working at the Premises immediately and other people shall be regarded as customers and visitors;
 - (vii) Act professionally and in a formal and respectful way with the staff, customers and visitors;
 - (viii) Wear appropriate identification badges;
 - (ix) Regularly monitor the movements in and around the building, maintain general security, be responsible for all the IOM properties/assets within the offices, and be prepared for emergencies at any time;
 - (x) The guards and supervisors shall draft security incident reports as soon as possible following an incident, based on template provided by IOM, and send to supervisor and IOM Safety Zones Coordinator.
- (b) Conduct training (including refresher trainings) of the security guards to be assigned to IOM which enables them to effectively perform their duties and proficiently handle their equipment. Such training shall include, but shall not be limited to, their specific tasks and duties, the security requirements of IOM, the security situation in the area, standard operating procedures, particularly when there is a security incident involving IOM property or staff, and IOM's Data Protection Principles. The guards shall be properly licensed, in accordance with local law, to perform security services. The Service Provider shall conduct thorough background checks on the guards and their supervisors prior to assigning them to IOM to ensure that they have no history of criminal activity;
- (c) Provide health insurance scheme for the security guards;
- (d) Prepare a list of security guards to be assigned to IOM and submit the same to IOM, showing the age of every security guard and certificate of last class attended prior to their deployment;
- (e) Employ a separate reserve pool of equally competent staff members to relieve security guards who are either on sick or vacation leave, withdrawn by the Service Provider from the list of assigned guard personnel, or separated from service. IOM may, at any time, request in writing for the withdrawal or replacement of any personnel of the Service Provider assigned to perform work or services under this Agreement. The Service Provider shall, at its own cost and expense, immediately withdraw or replace such personnel forthwith without contest. A request by IOM for withdrawal or replacement of the Service Provider's personnel shall not be deemed a termination of this Agreement;
- (f) Assign to IOM security guards who can communicate effectively in English and Bulgarian;
- (g) Issue to each security guard the following equipment:



- Each security guard on duty must be equipped with one (1) portable radio station certified for use by the Communications Regulation Commission, as well as flashlights.
- Minimum of one (1) mobile work phone available to on-duty security guards with subscription plan.
- (h) Maintain a proper organizational structure and exercise thorough supervision;
- (i) Maintain an established procedure for disciplinary measures;
- (j) Render 24/7 security service to the Safety Zones for Unaccompanied Asylum-Seeking Children and its property and bears responsibility or liability through proper public liability insurance; and
- (k) Ensure the safety and security of to the Safety Zones for Unaccompanied Asylum-Seeking Children, IOM and SAR personnel and staff, and all IOM assets within the to the Safety Zones for Unaccompanied Asylum-Seeking Children.
- (l) The service provider must install a panic button to be used by the security guards in emergency situations¹. In such cases, the activation of the panic button should lead to the immediate dispatch at least one (1) Quick Response Team to the Safety Zones in RRC Sofia – Ovcha kupel and Voenna Rampa;
- (m) The service provider has to provide a minimum of one (1) supervisor and thirteen (13) security guards, in order to provide continuous 24-hour physical security seven days per week in two Safety Zones for Unaccompanied Asylum-Seeking Children located in the State Agency for Refugees' (SAR) Registration and Reception Centre in Sofia – Ovcha Kupel and Voenna Rampa, contracted by the service provider that meet the requirements of the Law on Private Security;
- (n) Carry out foot patrols on the floor of the Safety Zones at least every 30 minutes – while foot patrol is being carried out, one (1) security guard should always remain in the designated office and monitor the video surveillance system;
- (o) Respect and enforce the SAR Regulations for Access to Registration and Reception Centers Safety Zones;
- (p) Do not allow UASC to go out of the Safety Zones between 22:00 and 7:00 hours, unless previously coordinated with on-duty IOM Social Worker or IOM Safety Zones Coordinator, and SAR. This includes keeping the doors leading to and from the Safety Zones locked during these hours;
- (q) Coordinate all visits by non-IOM or SAR personnel with IOM on duty Social Worker and/or IOM Safety Zones Coordinator – such visits should only take place between 9:00 and 17:00, unless previously coordinated with both IOM and SAR staff;
- (r) Maintain and update Logbook with names/institution/ID and contact number/reason for visit for all non-IOM and SAR visitors.
- (s) Implement emergency response plan established by the Service Provider in cases of aggressive behaviour of external visitors and other emergency situations,

¹ Emergency situations include any act natural or manmade that may threaten life or property of IOM and SAR staff, security guards, and/or beneficiaries.



including informing supervisor, IOM on-duty Social Worker and IOM Safety Zones Coordinator immediately.

- (t) Security guards are strictly forbidden to use alcohol and/or drugs or any other illegal substances during working hours, as well to smoke tobacco on the premises of the Safety Zones.
 - (u) Security guards should not engage in any other activities while on duty and should strictly adhere to and fulfil their responsibilities as regards the provision of security services, including physical security and video surveillance
 - (v) Other activities described in Annex B: Terms of Reference
- 2.2 The Service Provider agrees to provide the following personnel for the provision of Services:

Location	Guards	Shift Schedule
Safety Zone in Voenna Rampa	2 (two) guards	Day Shift: 08:00 AM – 08:00 PM (Monday to Sunday, including holidays)
	2 (two) guards	Night Shift: 08:00 PM – 08:00 AM (Monday to Sunday, including holidays)
	1 (one) guard (for registration area)	Day Shift: 09:00 AM – 05:00 PM (Monday to Friday)
Safety Zone in Ovcha Kupel	1 (one) guard	Day Shift: 08:00 AM – 08:00 PM (Monday to Sunday, including holidays)
	1 (one) guard	Night Shift: 08:00 PM – 08:00 AM (Monday to Sunday, including holidays)
	1 (one) supervisor	

- 2.3 The Service Provider shall commence the provision of Services from **the signature of the Agreement** and fully and satisfactorily complete them by **[date]**.
- 2.4 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 Total Service fee for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])**, which is the total charge to the IOM.
- 3.2 The Service Provider shall invoice IOM monthly upon completion of all the Services during the relevant period. The invoice shall include: *[services provided in relevant period, daily rate per guard / supervisor, number of hours billed]*
- 3.3 Payments shall become due 30 days after IOM's receipt and approval of the invoice. Payment shall be made in BGN by [bank transfer] to the following bank account:
- Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:
- 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 Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.
- 3.6 In case of irregularities found by a competent authority from actions or inactions on the part of the Service Provider, the Service Provider shall owe to IOM the amount up to the amount of the irregularity.

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 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. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part or all, unless agreed 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 Notwithstanding a written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any 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 liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract. The Service Provider is obliged to provide the Beneficiary with a copy of each concluded contract with a subcontractor within one month after its conclusion.

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 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.

6.3 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.

6.4 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.

6.5 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 20 (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 Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

Upon receipt of a reasoned notification, the Service provider undertakes to allow the IPD (International Project Department), national certification/auditing bodies, NCU (National Coordination Unit) and FMO (Financial Mechanism Office) to monitor the implementation of the project by examining its documentation or through on-the-spot checks and to carry out a full audit, where needed, on the basis of the supporting documents attached to the accounts, accounting documentation and other documents related to the financing of the project. The Service provider shall ensure that all documents are available to the Committee of the Financial



Mechanism/Norwegian Ministry of Foreign Affairs, the European Free Trade Association Board of Auditors, the Office of the Auditor General of Norway, the Audit Authority, the NCU and the CA (Certified Authority) for a period of not less than 3 years from the date of approval of the final program report from the Ministry of Foreign Affairs of the Kingdom of Norway. During on-site inspections, the experts from the CA must be provided with full access to all information, documents, persons, places and facilities, public or private, related to the certification or verification process and to the object of the inspection.

For this purpose, the Service provider undertakes to provide the officers or representatives of the Program Operator (IPD-MoI), national certification/auditing bodies, NCU and FMO with access to the locations where the project is implemented, including access to its information systems and all documents and databases related to the financial and technical management of the project, as well as to do whatever might be required to facilitate their work. The access granted to the officers or representatives of the Program Operator, national certification/auditing bodies, NCU and the FMO must be confidential with respect to third parties and without prejudice to their public law obligations. The documents must be kept in an accessible place and filed in a way that facilitates their verification, and the Service Provider shall inform the IPD of their exact location.

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, stores or otherwise processes 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 delivered, or sent by prepaid post or facsimile to the other Party at the following address:

International Organization for Migration (IOM)

Attn: Radoslav Stamenkov, Head of Office

77 Tsar Asen str.

Email: iomsofia@iom.int

[Full name of the Service Provider]

Attn: [Name and title/position 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, 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 6^{ter} of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

The visual identification of the documents prepared in connection to the implementation of the contract should comply with the applicable requirements for information and publicity of Norway Financial Mechanism 2014-2021.

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. Indemnities

- 15.1 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.
- 15.2 The Service Provider shall assume full responsibility and hereby agrees and binds to indemnify IOM for any loss, damage, destruction and injury that may be incurred by IOM within the premises being secured, which are attributable to theft, pilferage, robbery other unlawful or illegal acts, or to the acts or omissions of the assigned guards, supervisors, as well as other employees, officers or agents of the Service Provider. However, the Service Provider shall not be liable to IOM where such loss or damage is due to force majeure, such as civil disorder, military action, natural disaster or other circumstances which are beyond the control of the Service Provider, or in any of the following cases:
 - (a) Where such loss occurred inside a closed or locked warehouse, office or building to which the security guards/supervisors have no access and there is no sign of forced entry;



- (b) Where the loss or damage was the result of robbery committed by an armed group, mob violence, tumultuous affray, acts of dissidence, war, insurrection, revolution, rebellion, violent uprising, demonstration/rally, or during a calamity/typhoon: (ii) no part of the loss or damage is attributable to the acts or negligence of employees, officers, or agents of the Service Provider; (iii) the acts or negligence of the employees, officers or agents of the Service Provider did not contribute to or aggravate the loss or damage; and (iv) the loss or damage could not have been reasonably prevented by the Service Provider;
- (c) Where such loss is of pocketable items, such as, but not limited to, jewelry or cash, except where there is evidence that such acts are attributable to the acts or negligence of employees, officers, or agents of the Service Provider, or such acts or negligence were contributing factors to the loss.

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.

The Service Provider may terminate this Agreement by giving 3 (three) months written notice to IOM.

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. Entire Agreement

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 2.3 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.
- 20.3 This Agreement is made in English and Bulgarian. In case of discrepancy between the language versions, the English version shall prevail.

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: Radoslav Stamenkov

For and on behalf of
[Name of Service Provider]

Signature

Name:



Position: Head of Office
Date:
Place:

Position:
Date:
Place:



Annex X
[Title]

[Attach the Annex/es and label accordingly]



Annex C

IOM Data Protection Principles

1: **LAWFUL AND FAIR COLLECTION**

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

2: **SPECIFIED AND LEGITIMATE PURPOSE**

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

3: **DATA QUALITY**

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

4: **CONSENT**

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

5: **TRANSFER TO THIRD PARTIES**

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

6: **CONFIDENTIALITY**

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

7: **ACCESS AND TRANSPARENCY**

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

8: **DATA SECURITY**

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

9: **RETENTION OF PERSONAL DATA**

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

10: **APPLICATION OF THE PRINCIPLES**

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

11: **OWNERSHIP OF PERSONAL DATA**



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

12: OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES

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

13: EXCEPTIONS

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

GLOSSARY

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

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

Child means any person under the age of 18 years.

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

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

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

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

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

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

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

IOM means the International Organization for Migration.

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

IOM headquarters means IOM offices in Geneva, Switzerland.

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

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

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

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

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

Personal data means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.



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

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

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