



International Organization for Migration (IOM)
The UN Migration Agency

**REQUEST FOR PROPOSALS
(RFP)
AND
GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**NATIONAL RESEARCH COMPANY or TEAM OF RESEARCHERS TO CONDUCT
EXPERIMENTAL RESEARCH ON THE BEHAVIORAL BARRIERS AND ENABLERS AMONG THE KYRGYZ
DIASPORA AND COMPATRIOTS ABROAD IN SUPPORTING CLIMATE CHANGE ADAPTATION**

To: Research Companies/ Research Teams/ Consultants/Team of Experts or Organizations.

Project : *IDF – Leveraging Diaspora Funding for Climate Action*

Date of re-announcement : **October 11, 2021**

Deadline for questions : **05:00 PM, October 15, 2021**

Submission deadline (**Extended**): **05:30 PM, October 17, 2021**

Subject : The bidder will act as a national research team and conduct experimental research on motivational factors among Kyrgyz diaspora and compatriots abroad that shape their investments or philanthropic behaviour in the context of climate change adaptation in the Kyrgyz Republic under the supervision of the Lead International Researcher.

The International Organization for Migration in Kyrgyzstan– A UN Migration Agency (hereinafter called **IOM**) intends to hire Service Providers / Consulting Firms / Organizations and/or team of experts for the *IDF – Leveraging Diaspora Funding for Climate Action* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers / Consulting Firms / Organizations and/or team of experts to provide Technical and Financial Proposal for the following Services: ***act as national team under the supervision of the International Lead Researcher and conduct experimental research on motivational factors among Kyrgyz diaspora and compatriots abroad that shape their investments or philanthropic behaviour in the context of climate change adaptation in the Kyrgyz Republic.***

More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider / Consulting Firm will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. IOM Policy on Preventing Sexual Exploitation and Abuse
- Section VI. IOM Policy on Confidentiality and Protection of Personal Data
- Section VII. Use of IOM and Donor Logo in Media
- Section VIII. Pro-forma Contract

The Proposal must indicate the subject numbers and titles as follows:

National Experimental Research Team.

Proposals shall be delivered by hand to IOM Office **in Bishkek** to procurementkg@iom.int **on or before 5:30 PM, on October 17, 2021 (Deadline extended)**. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

Very truly yours,

IOM Procurement Unit

Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers/ Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Service Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers/ Consulting Firms costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers/ Consulting Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/ Consulting Firms.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent and Coercive Practices

IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers, or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers/ Consulting Firms who have acknowledged the Letter of Invitation.

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *seven (7) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.

5.3 The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal:

When preparing the technical proposal, Service Providers/ Consulting Firms must give particular attention to the following:

- 6.1 Basic information about the Bidder including experience, Bidder's profile, as well as brief description of current activities, which shall have some relation to the activities required in this RFP.
- 6.2 Be legally registered (a copy of the registration certificate by the Ministry of Justice;
- 6.3 Previous work experience in relevant field;
- 6.4 Papers verifying the qualifications of the staff to be involved in the project (their CVs with education, skills and work experience relevant to the requirements of this RFP);
- 6.5 A description of the approach, methodology and Detailed work plan for performing the assignment.
- 6.6 The technical proposal shall not include any financial information.

7. Financial proposal

- 7.1 In preparing the Financial Proposal, Bidders are expected to consider the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5). If appropriate, these costs should be broken down by activity. All items and activities described in the technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, Financial Proposal shall contain all taxes payable by the Bidder.
- 7.4. Service Providers/ Consulting Firms shall express the price of their services in USD.
- 7.5 The Financial Proposal shall be valid for *30 calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment¹. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers/ Consulting Firms may only submit within given deadlines. Service Provider/ Consulting Firm can submit questions within given dates.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by

¹ For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

- 8.3 The Technical Proposal shall be submitted in a different file clearly marked "TECHNICAL PROPOSAL." Similarly, the Financial Proposal shall be submitted with a clearly marked "FINANCIAL PROPOSAL". Both files shall be sent to email indicated above.
- 8.4 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.5 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain unopened until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers/ Consulting Firms Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *14 calendar day* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system². Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70%*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

² The criteria, sub criteria and point system may vary depending on the requirement of the Mission

General criteria of evaluating the technical proposal		Weight of the points	Maximum possible points	Name of the Applicants				
				A	B	C	D	E
1.	Information about the Bidder and proposal	40%	40					
2.	Qualification of the Bidder's staff/experts	60%	60					
Total			100					

Evaluation of the technical proposal is further detailed. Total amount of points received in this table will be counted towards the weight of the relevant criteria of the technical evaluation table above:

Table 1.1: Information about the Bidder and the Qualification of the Bidder's staff/experts

Technical Evaluation Form, Criteria		Maximum possible points	Name of the Bidders				
			A	B	C	D	E
Information about the Bidder and proposal							
1	Status of the legal entity (please provide relevant legal registration papers as a proof)	10					
2	At least one member of the team with a MA/PhD in Statistics, Economics, Sociology, or a related discipline.	10					
3	Demonstrated experience of at least 3 years in statistical sampling, survey design and implementation.	20					
Qualification of the Bidder's staff/experts							
4	Demonstrated experience of working with Google analytics or similar platforms.	25					
5	Demonstrated experience of qualitative and quantitative research approaches, data analysis skills, and knowledge of such statistical software as SPSS or STATA (desired).	25					
6	Demonstrated experience in writing structured reports either in English or in Russian is an asset	10					
Total:		100					

The minimum technical score St required to pass is: 70 % Points

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$$Sf = 100 \times FI / F$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,
FI - is the price of the lowest Financial Proposal, and
F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights³ (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

Grant will be provided to an applicant that obtains maximum sum of points for both Technical and Financial Proposals.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is [October 20, 2021](#).
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- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider/ Consulting Firm is expected to commence the assignment by *October 30, 2021*.

14. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *Procurement Unit, IOM Kyrgyzstan*
procurementkg@iom.int

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal in a separate file.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *Procurement Unit, IOM Kyrgyzstan*
procurementkg@iom.int

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued, and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs*

Costs	Currency	Cost	Tax	Total Amount(s)
I – Remuneration Cost For example: <i>Professional staff</i> <i>Support staff</i>				
II - Reimbursable Cost ** Subsistence Allowance to conduct the study, service fee, team structure and etc.)				
Total Amount of Financial Proposal ¹				

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:
 Name and Title of Signatory:
 Stamp

**This form can be adjusted in accordance with the formats used by the Bidder;*
***Unforeseen expenses shall be preliminarily framed and indicated in detail in the Financial Proposal. It is likely there will be costs that are necessary for implementing the project, but not indicated in the table above (rental of specialized equipment, translation services, communication, etc.)*

Costs shall be indicated in USD. Costs shall be fixed and are not subject to change until the grant is awarded and a grant agreement is signed by both parties.

TERMS OF REFERENCE
NATIONAL RESEARCH COMPANY or TEAM OF RESEARCHERS TO CONDUCT
EXPERIMENTAL RESEARCH ON THE BEHAVIORAL BARRIERS AND ENABLERS AMONG THE KYRGYZ DIASPORA AND
COMPATRIOTS ABROAD IN SUPPORTING CLIMATE CHANGE ADAPTATION

The bidder will act as the national researcher team and conduct experimental research with under the supervision of the Lead Researcher on motivational factors among Kyrgyz diaspora and compatriots abroad that shape their investments or philanthropic behaviour in the context of climate change adaptation in the Kyrgyz Republic.

1. Nature of services: National Research Team

Since there are fiscal limitations to public spending on climate action in many countries, national governments use various instruments (policy, legal and financial) to also mobilize private capital. It is estimated that over one and a half million Kyrgyz nationals are living abroad, primarily in the Russian Federation but also in the European Union, North America, and parts of Asia. In 2020, the Kyrgyz Republic received USD 2200 million in the form of remittances, which constitutes about one-third of the GDP ([World Bank, 2019](#)). However, the potential role of remittances and diaspora funding remains at the fringe of the climate change adaptation or resilience programming in the Kyrgyz Republic. A clearer understanding of the trans-local practices of remittance sending and usage and the psychological factors that shape the adaptation behaviour among the Kyrgyz diaspora members and compatriots abroad could help develop a customized communication strategy. This, in turn, could help to leverage remittances for climate change adaptation in the country.

In October 2020, IOM Kyrgyzstan started implementation of the project “Kyrgyzstan: Leveraging Diaspora funding for Climate Action”, funded by the IOM Development Fund. The **project’s objective** is to contribute to the Government of the Kyrgyz Republic’s strategic vision in climate change adaptation with a special focus on channelling diaspora funding to support climate action. This 24-month project will work towards the achievement of the following Outcomes:

Outcome 1: Government institutions integrate migration in climate action initiatives and/or climate action in migration initiatives. **Outcome 2:** Diaspora members change their investment or philanthropic practices to support climate action in the Kyrgyz Republic. This project will contribute directly towards the SDGs targets 5.b, 5.c, 10.7, 13.1, 13.2, 13.3, 17.3, 17.5, 17.9, 17.14 and 17.17, several UN Development Assistance Framework (UNDAF) 2018 – 2022 outcomes and Migration Governance Framework (Principles 1, 2 and 3 and Objective 1). The project findings and outcomes will be relevant to the Kyrgyz Migration Policy, National Adaptation Plan, National Strategy for Sustainable Development and Green Economy Development Programme.

In this context, IOM aims to conduct experimental research to motivate the Kyrgyz diaspora members and compatriots abroad to invest in and/or provide philanthropic support to climate change adaptation in the Kyrgyz Republic. Theoretical models have been developed to explain the factors that motivate individuals and households to engage in climate and environmental action. For example, the Model of Private Proactive Adaptation to Climate Change (MPPACC) by Grothmann and Patt (2005), the expansion of the MPPACC by Dang, Li and Bruwer (2012) as well as additional variables proposed by Van Valkengoed and Steg (2019). The factors predicting people’s adaptation behaviour include risk perception, self-efficacy, outcome-efficacy,

perceived costs of adaptation, climate-related hazard experience, trust in government-led adaptation measures, perceived incentives to adapt, social norms, negative affect, climate change perceptions, habits, place attachment, trust in governments, knowledge of climate change and adaptation and responsibility.

IOM had commissioned a scoping study to assess how the psychological factors of adaptation influence Kyrgyz diaspora members’ and compatriots abroad decisions to invest in and/or provide philanthropic support to climate change adaptation in the Kyrgyz Republic. The experimental research will be undertaken based on the findings of the scoping study. For example, if the scoping study identifies social norms – in particular, what other people do and believe should

be done – is an important motivational factor among diaspora members, the experimental research will assess the extent to which the social norm-based messaging through digital messaging services (e.g. Skype, WhatsApp, Signal, Telegram, etc.) could motivate the Kyrgyz diaspora and compatriots abroad to support climate action in the Kyrgyz Republic. The experimental research design can incorporate more than one motivational factor. This experimental research will focus on major cities that have a high concentration of Kyrgyz diaspora and compatriots abroad in the Russian Federation. The research activities will adopt a mixed-methods approach. It will cover different segments of the diaspora in the selected country such as female diaspora members, highly skilled diaspora members or semi-skilled diaspora members.

The findings from the experimental research, as well as feedback from government stakeholders, diaspora associations, diaspora members, private sector, and civil society organizations, will be used to develop a Communications Strategy for Diaspora Engagement in Climate Finance. This strategy will guide future information campaigns among diaspora members. It will help to tailor messages for different segments of the target population such as male and female diaspora members, young and elderly diaspora members, highly skilled diaspora members and semi-skilled diaspora members who are interested in learning about alternatives for investment to certain regions and sectors.

2. Objectives:

To assess the extent to which motivational factors-based messaging is effective in motivating diaspora members and compatriots abroad to support climate change adaptation in the Kyrgyz Republic, by means of investments or philanthropic support.

3. Tasks to be performed under this contract:

Considering the objectives above, the National Researcher Team or consultant(s) will be responsible for assisting to conduct experimental research, which covers different segments of the diaspora and compatriots abroad, focusing on major cities in the Russian Federation where they are highly concentrated. The specific tasks will include:

- I. Identification of a charity/NGO dealing with environmental/climate issues. Negotiations with the charity/NGO for an experimental project. This requires negotiations to have access to charity's donation database during the experiment. Based on the experimental design, daily work with the identified charity/NGO to assure the smooth implementation of the project in cooperation with the international behavioural science consultant and IOM Team.
- II. Identification of at least 15,000 Kyrgyz diaspora members, compatriots and migrants in the Russian Federation and building of a sampling frame for the experimental project. The sampling frame should include the following information: (The diaspora members should know that they are participating in a policy-oriented scientific study and provide their consent for participation).
- III. A methodological document explaining the sampling strategy. The document can be written either in English or in Russian.
- IV. Implementation of pre- and post-intervention surveys among the Kyrgyz diaspora members based on the questionnaire developed by the international behavioural science consultant and the IOM project Team.
- V. Assist lead international researcher to track the behaviour of individuals through such platforms as Google Analytics (optional) (this is an optional requirement, which may not be required. It all depends on the identified charity, the donation mode (e.g., online, through SMS and so on), and the amount of information the charity is willing to share).
- VI. Implementation of the experiment closely following the material developed by the behavioural science consultant and seeking for advice whenever necessary.
- VII. Receiving the experimental data from the NGO and formatting the data according to the guidelines of the international behavioural science consultant.

- VIII. Submitting the data to the international behavioural science consultant for further analysis.
- IX. Other relevant and unforeseen tasks that may arise during the implementation of the project.
- X. Consult with the IOM project team on appropriate and agreed approaches to the specified tasks before their completion.
- XI. During the assessment and upon completion of the tasks, the Researcher Team or consultants will provide to the IOM project team a final report on the consultancy assignment and its outcomes.
- XII. Make a presentation of the final report to the Steering Committee members. Organization of the presentation will be organized by IOM Team.

4. Tangible and measurable output of the work assignment.

- a. Identified charity that agrees to sign a collaboration agreement with the project team, share data, and implement the relevant experimental instructions mentioned in the experimental protocol.
- b. A dataset of 15,000 Kyrgyz migrants WITH CONTACT DETAILS (email, Viber, WhatsApp, Telegram, Signal among others) residing in the Russian Federation and a document explaining the sampling strategy that led to this dataset.
- c. Validated pre- and post-intervention survey datasets.
- d. Brief report documenting that the messages/notifications designed by the Behavioural Science consultant have been disseminated as indicated in the trial protocol or other documents.
- e. Regular e-meetings undertaken with IOM and the International Behavioural Science consultant whenever required.
- f. Migrant donation behaviour tracked through Google Analytics or other relevant software (this deliverable is optional and may not be required, though the research team should ideally be ready to implement it if necessary).
- g. A dataset reporting the tracked behaviour mentioned in point f.
- h. Other relevant and unforeseen deliverables that may arise during the implementation of the project.

5. Duration of the assignment

The assignment is expected to last, on a part-time basis for 10 months.

6. Required Qualifications:

The bidder shall demonstrate following experience:

- a) Status of the legal entity (please provide relevant legal registration papers as a proof)
- b) At least one member of the team with a MA/PhD in Statistics, Economics, Sociology, or a related discipline.
- c) Demonstrated experience of at least 3 years in statistical sampling, survey design and implementation.
- d) Demonstrated experience of working with Google analytics or similar platforms.
- e) Demonstrated experience of quantitative data analysis, knowledge of such statistical software as SPSS or STATA (desired).
- f) Demonstrated experience in writing structured reports either in English or in Russian.
- g) Experience of qualitative and quantitative data analysis, at least 5 years of relevant experience.
- h) Experience working in the Kyrgyz Republic and/or Central Asia will be a distinct advantage.

SUB-SECTION IV: ENVIRONMENTAL CONSIDERATIONS

IOM Internal Policy on Compliance with Environmental Norms, implemented worldwide and coordinated with all Member States, requires an assessment of environmental sustainability to be systematically integrated into the design, implementation and monitoring of project activities. In accordance with these activities, it will be necessary to assess compliance with environmental norms. IOM and its partners, sub-grantees will comply with all standards of environmentally sound work, in particular by reducing the number of paper editions and switching to electronic means to inform the public and to train beneficiaries, both governmental and non-governmental.

SUB-SECTION V: GENDER MAINSTREAMING INTO THE PROJECT⁴

Ensure equal opportunities for men and women in improving their skills and participating in the project. Such efforts include but may not be limited to institutionalizing of gender mainstreaming into all aspects of project interventions which are implemented and/or funded by IOM. This compliance may be achieved via equal allocation of the duties and responsibilities between men and women, ensuring such an approach becomes a daily practice of all the departments and employees involved in implementing the project.

Within this project gender mainstreaming is not only about considering specific needs of men and women equally, but also implementing projects and relevant interventions that shall not harm and/or strengthen the existing prejudices towards various vulnerable groups, including LGBTI persons (lesbians, gays, bisexuals, transgender and intersex persons), people with disabilities, sex workers, etc. Avoid implementing activities that promote stigmatization, gender stereotypes and initiating discriminative actions. Avoid sexism (discrimination based on sex) and ageism (discrimination based on age).

⁴ It is welcomed if the Bidder's staff have certificates proving their participation in trainings on gender issues. Gender trainings. Online Gender Trainings are available at <https://trainingcentre.unwomen.org/course/description.php?id=2> Please note that the training at this link is available only in English, the Russian version is expected to developed soon.

SUB-SECTION VI: PROPOSED STRUCTURE OF THE TECHNICAL PROPOSAL FOR THIS GRANT

NARRATIVE*

- Proposals according to Principles on 15 p. – 17 p. of this RFP:
- Status of the legal entity (please provide relevant legal registration papers as a proof)
- At least one member of the team with a PhD in Psychology, Economics, Sociology, Development Studies, or a related discipline.
- Demonstrated experience of at least 5 years in behavioral research, such as: adaptation behavior; motivations for climate action; adoption of climate technologies (e.g., clean energy, water, etc.) by individuals or households; public attitudes and acceptance towards environmental and energy issues or sustainable decisions and behaviors.
- Demonstrated experience of publication on behavioral research in peer-reviewed journals or being commissioned by the governments and/or international organizations to prepare reports on relevant topics. At least, 3 publications relevant to the assignment.
- Demonstrated experience of qualitative and quantitative data analysis, at least 5 years of relevant experience.
- Information about the Bidder and its previous and current experience relevant to proposal requirements;
- Demonstrate how your project complies with IOM's environmental considerations;
- Demonstrate how your project complies with gender equality and equity;
- Declare your commitment to IOM Policy on Preventing Sexual Exploitation and Abuse;
- Declare your commitment to IOM Policy on Confidentiality and Data Protection.

COST PROPOSAL (see p. 13 of this RFP for Cost proposal template and requirements).

ANNEXES:

- Work plan, timing, and responsibilities;
- **Technical Proposal Submission Form** according to the Section II template;
- Financial proposal according to the Section III template (**Financial Proposal must be submitted in a separate file**);
- Proof of Legal Entity (for organizations only);
- CVs of trainers and references for trainers (if an organization is submitting the references of the Team members shall come from an outside entity or individual independent from the organization);
- At least 2 reference letters from partners if the proposal is submitted by an organization.

Section V

IOM POLICY ON PREVENTING SEXUAL EXPLOITATION AND ABUSE

IOM is unequivocally committed to a policy of absolute rejection of sexual exploitation and abuse and requires the same commitment from its partners. Humanitarian assistance and services should be provided in a manner that prevents and protects employees and beneficiaries of the organization from sexual harassment, exploitation, and abuse. Exploitative and abusive sexual actions by employees and partners are absolutely prohibited, and those responsible will be prosecuted. Any compulsory sexual activity, including those acquired by threatening or retaining humanitarian assistance or services, is by definition exploitative and violent, particularly in camps, when the beneficiaries are in the most vulnerable position. Since sexual exploitation and violence are based on gender inequality and lack of respect for human rights, staff should strive to ensure that humanitarian activities are gender-sensitive, and the beliefs, perspectives and needs of women, girls and all vulnerable groups are adequately taken into account.

It is expected that the applicant will strictly follow these principles and promote them in their activities. Thus, the applicant's commitment to a policy of absolute rejection of sexual harassment and violence will be reflected in their principles and activities.

In their application, applicants must reflect their agreement with IOM's policy on preventing sexual exploitation and abuse.

Section VI

IOM POLICY ON CONFIDENTIALITY AND DATA PROTECTION

The following IOM principles of confidentiality and data protection shall be followed by the Applicant without exceptions.

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 at all 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 by 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 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 the 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 Office of Legal Affairs for approval, as well as the relevant unit/department at IOM Headquarters.

14. KEY TERMS

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 an individual below the age of 18 years

Data controller means an IOM staff or an individual who 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 are 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 who 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 he or she is assigned.

Data security means a set of physical and technological measures that safeguard the confidentiality and integrity of personal data and prevent unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer.

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

Data awareness – capability to fully understand and appreciate the indicated goal of collecting and processing data.

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

IOM means the International Organization for Migration.

IOM Field means the operational areas outside IOM Headquarters.

IOM Headquarters means IOM offices in Geneva, Switzerland.

IOM Field Office means IOM offices in operational areas outside IOM Headquarters.

IOM partner means any stakeholder that has a pre-existing agreement to work in cooperation and coordination with IOM, including governments, United Nations agencies, international organizations, nongovernmental organizations, research institutions, businesses and private companies.

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

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 all information that could be used to identify or harm data subjects; it is 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 that is at higher risk of being subjected to discriminatory practices, violence, natural or environmental disasters, or economic hardship, than other groups within the State; any group or sector of society (such as women, children, the elderly, persons with disabilities, indigenous peoples or migrants) that is at higher risk in periods of conflict and crisis.

Vulnerable data subject means any IOM beneficiary who may lack the legal, social, physical or mental capacity to provide consent

Applicants shall indicate their consent and compliance with IOM Policy on confidentiality and data protection. IOM may provide a template of the form to express consent and compliance with IOM policy on confidentiality and data protection.

Section VII

USE OF IOM LOGO AND DONOR LOGO IN MEDIA

Approval of visibility materiel

All visibility materiel (including publications) shall be agreed with IOM prior to publication and distribution to ensure compliance of their content with IOM and Donor visibility and publication rules and requirements.

- I. Mention in electronic and print materials published and distributed within the project:** All research, reports, publications (online and print), informational and promo materials shall include the information representing donor’s values and disclaimer in three languages, if possible.

For and on behalf of
The International Organization
for Migration

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

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

Section VIII. Pro-forma Contract

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, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], 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)
- (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

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

- 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.

[Optional for Long-Term Agreements (please delete if not applicable)]

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]) (the "Service Fee").
- 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 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the invoice.
- 3.4 Payment shall be made in [Currency code] by [bank transfer] to the following bank account:
- Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:
- 3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

- 4.1 The Service Provider warrants that:
- (a) It is 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 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 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.

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, 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.

6. Delays, Defaults and Force Majeure

6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

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 17 (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

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[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 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. 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.

16. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

17. Termination

17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30) days'** written notice without having to provide any justification.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

19. Entirety

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. 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-

21. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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

For and on behalf of
[Name of Service Provider]

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place: