

Agreement
between
The International Organization for Migration
And
[ORGANIZATION NAME]
On
Rapid Response Fund: Ethiopia

1. Introduction

- 1.1 Complementing existing humanitarian mechanisms, the International Organization for Migration is implementing the Rapid Response Fund for Ethiopia (RRF-E), a grant funding mechanism intended to quickly fund and mobilize I/NGOs that have the capacity to provide life-saving interventions in multiple sectors (viz. in areas of sudden onset emergency). The overall structure and management of the grant will ensure efficient application and funds distribution ensuring that grants are used to provide for delivery-oriented and needs-based relief support during the critical early stages or in the course of emergencies in the following sectors: 1) Logistics Support and Relief Commodities (non-food items -NFIs), 2) Shelter and Settlements, and 3) Water, Sanitation and Hygiene (WASH).
- 1.2 The following documents are attached hereto and considered an integral part of this Agreement:
- a) Annex I – Organization Information Form
 - b) Annex II – RRF-E Grant Proposal and Reporting Form
 - c) Annex III – RRF-E Budget, Logframe and Work Plan
 - d) Annex IV – USAID office of U.S. Foreign Disaster Assistance (USAID/OFDA) Proposals Guidelines
 - e) Annex V - IOM Data Protection Principles
 - f) Annex VI - Rapid Response Fund: Ethiopia Guidelines
 - g) Annex VII – Payment request

2. Parties

This is an Agreement between **The International Organization for Migration (IOM)**, an organization part of the United Nations system, Mission in Ethiopia, (hereinafter the “IOM” or the “Fund Manager”) represented by Maureen Achieng, Chief of Mission and Representative to AU, UNECA and IGAD of Addis Ababa, Kirkos Sub-city, Woreda 08, Yemez Building (Behind Zequala Complex), and **[ORGANIZATION NAME]** (hereinafter the “Subgrantee”) represented by **[REPRESENTATIVE NAME]**, TITLE, ADDRESS.

3. Scope of the Agreement

This Agreement defines the roles of each party and regulates the disbursement of funds for emergency humanitarian relief activities within the framework of the 'Rapid Response Fund: Ethiopia' whereby the Fund Manager is responsible for the disbursement of funds to various Subgrantees for implementation of the activities listed within the Rapid Response Fund: Ethiopia Guidelines (Annex VI) and in accordance with the terms and conditions outlined in this Agreement and its Annexes, which form integral parts hereof.

4. Responsibilities of IOM, Fund Manager

As Fund Manager, IOM, in collaboration with the donor, the Office of U.S. Foreign Assistance (OFDA), an office within the United States Agency for International Development (USAID), will collect and evaluate proposals for emergency relief activities and select grantees based on their match with and the eligibility requirements set forth in the RRF E Guidelines (Annex VI). The supported activities will fall within the following sectors:

- Logistics Support and Relief Commodities (NFIs)
- Shelter and Settlements and
- Water, Sanitation and Hygiene (WASH)

For projects selected for support, IOM will provide grants according to the terms and conditions set forth in the agreements between IOM and the individual sub-grantees. IOM's particular responsibilities regarding the financial support to the Subgrantee are set forth in Article 6 of this Agreement.

5. Responsibilities of the Subgrantee

The Subgrantee undertakes to:

- (i) The Subgrantee commits to the implementation of activities in accordance with the RRF Grant Proposal and Reporting Form (Annex II) and all other Annexes which are an integral part of this Agreement and in accordance with all other articles set forth in this Agreement.
- (ii) The Subgrantee will be awarded the grant on the terms and conditions set out in this Agreement and its Annexes (which form an integral part of this Agreement), and which the Subgrantee declares it has taken note of and accepts.
- (iii) The Subgrantee shall communicate to the Fund Manager the authorized signatories for all payment requests and reporting obligations of the Subgrantee in accordance with this Grant Agreement and its Annexes. Such information shall be transmitted to the Fund Manager within ten (10) business days after signature of this Agreement but no later than the same day as the first Payment Request.
- (iv) The Subgrantee shall communicate weekly updates to the Fund Manager each Thursday. Updates shall consist of at least three (3) bullet points noting achievements, three (3) bullet points noting plans for the next week and at least one (1) photograph of project activities (photographs as possible).
- (v) The Subgrantee shall copy the Rapid Response Fund email address, rrfethiopia@iom.int, when submitting weekly and monthly reports to appropriate Clusters pertaining to the project supported by RRF.

- (vi) The Subgrantee accepts the grant and undertakes to carry out its obligations under this Agreement under its own responsibility and to the best of its ability and in accordance with this Agreement.

6. Finance

6.1. IOM agrees to provide financial support to the Subgrantee in the maximum amount of USD [amount in numbers] ([amount in words]) for implementing activities provided in the Grant Proposal and Reporting Form (Annex II) from [START DATE] to [END DATE] in accordance with the Work Plan and the Budget attached to this Agreement (Annex III) and considered an integral part hereof. To be considered eligible as direct costs under this agreement, cost must:

- (i) be necessary for carrying out the programme, be provided for specifically in this agreement and in compliance with principles of sound financial management, in particular value for money and cost-effectiveness
- (ii) have been actually incurred during the Implementation Period of this Agreement noted above
- (iii) be recorded in the Subgrantee's accounts, be identifiable, backed by effective supporting evidence

6.2 Payment Schedule

The total amount as provided in Article 6.1 will be disbursed to the Subgrantee according to the following payment schedule:

| Payment Number | Period | Payment Amount |
|----------------|---|--|
| Payment 1 | Advanced upon signature of the Grant Agreement | [USD 20% of total – amount in figures and words] |
| Payment 2 | Half cycle upon approval of Interim Narrative and Financial reports with supporting financial documentation. Achievement of at least 25% of the logframe targets. | [USD 60% of total - amount in figures and words] |
| Payment 3 | Completion of 100% of the logframe targets and upon approval of final Narrative and Financial reports with supporting financial documentation. | [USD 20% of total - amount in figures and words] |

The Payment 2 will be based on submission by the Subgrantee of invoices justifying expenditures. The payment 2 should not exceed 60% (sixty per cent) of the total amount.

6.3. Payment requests

The Fund Manager will only disburse payments to the Subgrantee on the basis of an approved Payment Request (Annex VII) and according to the following terms:

6.3.1 Advance Payment

- (i) The Subgrantee shall submit a Payment Request (Annex VII) to the Fund Manager within ten (10) business days after signature of this Agreement by both parties in order to receive the advanced payment.

6.3.2 Second Payment

- (i) The Subgrantee must submit a Payment Request to the Fund Manager twenty (20) business days before the next payment is required. Failure by the Subgrantee to submit a request with twenty (20) business days in advance may result in a delay of disbursement.
- (ii) The second Payment Request must be accompanied by the Interim reports required by Article 7 of this Agreement as well as all necessary supporting documentation. Failure by the Subgrantee to complete any part of the Payment Request and/or the Interim reports may result in a further request of the due documentation from the Fund Manager and delay of disbursements. The Fund Manager reserves the right to deduct amounts from the second Payment Request under the following circumstances:
 - a. The financial report indicates that more than 30% (thirty per cent) of the advance payment remains unused at the last reporting date.
 - b. Upon examination of the financial report certain expenses were deemed outside the scope of the Agreement or are not eligible as per Article 6.1.
 - c. When requested by IOM, Sub-Grantee was unable to provide proof of payment of reported expense.
 - d. Subgrantee deviation from approved budget lines in Annex III is more than 15% (fifteen per cent). Any deviation from the approved budget line amounts greater than 15% (fifteen per cent) must be approved in writing by the Fund Manager.
- (iii) The Fund Manager will review the Payment Request, the Interim report and the attached documentation, and accept them or request further clarifications to the Subgrantee within ten (10) business days after receipt of the Payment Request.

6.3.3 Final Payment

- (i) The Subgrantee must submit a Payment Request (Annex VII) to the Fund Manager five (5) business days after IOM's approval of the financial reports for disbursement of the final payment. Failure by the Subgrantee to submit a request with five (5) business days may result in a delay of disbursement.
- (ii) The Payment Request must be accompanied by the Final report as well as all necessary supporting documentation. Failure by the Subgrantee to complete any part of the Payment Request and/or the Interim reports may result in a further request of the due documentation from the Fund Manager and delay or withholding of disbursements.
- (iii) The final payment will be subject to the deductions in certain circumstances, as mentioned under 6.3.2 (ii).

6.3.4 General Payment Terms

- (i) The Subgrantee will be responsible for delays in project implementation due to its failure to submit the Payment Request in accordance with Article 6.3.1(i) and/or 6.3.2(i). The Fund Manager will not assume any responsibilities on behalf of the

Subgrantee due to its failure to submit Payment requests as set forth in this Agreement.

- (ii) Each Payment Request shall be signed by an authorized signatory of the Subgrantee in accordance with Article 5 (iii) of this Agreement and shall be completed fully at the time of submission to the Fund Manager.
- (iii) The Fund Manager will not be responsible for delays in implementation and payment due to Subgrantee's failure to fully complete a Payment Request.
- (iv) The Fund Manager will inform the Subgrantee within ten (10) business days after receipt of the Payment Request of any decision to delay or withhold payment. The Fund Manager must provide the Subgrantee with written notification and explanation for its decision to delay or withhold a payment and the steps that the Subgrantee must take in order for the payment request to be processed, if the Fund Manager determines that payment is possible.
- (v) The Fund Manager will inform if the payment can be disbursed to the Subgrantee within fifteen (15) business days after receipt of the Payment Request from the Subgrantee, unless a delay or withholding has been decided by the Fund Manager and duly communicated to the Subgrantee.
- (vi) The Fund Manager will not make any disbursements to sub-contractors, service providers, goods providers or other vendors providing goods or services to the Subgrantee towards implementation of this Agreement.
- (vii) The Subgrantee will not be responsible for delays in implementation due to Fund Manager's failure to disburse payments in accordance with the fifteen (15) business days requirement. The Subgrantee must notify the Fund Manager in writing of any interruptions in operations and the subsequent impact on project implementation due to delays in payments from the Fund Manager.
- (viii) If the Subgrantee will request a No Cost Extension (NCE), this must be communicated to the Fund Manager at least twenty (20) days before the end of the grant period. Subgrantee must submit a revised budget covering the extension period and a letter explaining the reason the NCE is requested.

6.4. Suspension of payments

IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Subgrantee has completed to the satisfaction of IOM the activities to which those payments relate. Moreover, the Fund Manager shall be entitled, without derogating from any other right it may have, to suspend payments where necessary in the Fund Manager's sole judgment. Circumstances in which the Fund Manager may suspend payments include, but are not limited to, the following:

- (i) Failure by the Subgrantee to meet any of the reporting requirements outlined in this Agreement for more than ten (10) business days upon receipt of official notification by the Fund Manager of its intent to suspend payments on this basis;
- (ii) Suspension of grant activities for more than ten (10) business days by the Subgrantee without prior notification and approval from the Fund Manager and/or failure to provide sufficient documentation proving the necessity of activity suspension.

- (iii) Failure of the Subgrantee to meet operational objectives or implement activities according to timelines as indicated in the RRF Grant Proposal and Reporting Form (Annex II).

6.5 Payment shall be made by bank transfer in US Dollars to the following bank account:

Bank name: X
Branch name: X
Account number: X
Currency: X
ABA/Swift/IBAN: X

6.6 The Subgrantee shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Subgrantee shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of seven years from the date of final payment, for inspection, audit or reproduction. The Fund Manager will inform the Subgrantee five (5) business days in advance of the date that such records must be made available to IOM or its designated representative. On request, employees of the Subgrantee shall be available for interview.

6.7. Any unused funds remaining at the end of the project as well as any expenses not supported by the required proof of payment or deemed outside the scope of this Agreement upon review by IOM shall be returned to IOM no later than the date of submission of the final report.

6.8 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Subgrantee has completed to the satisfaction of IOM the activities to which those payments relate.

7. Reporting

7.1. Report submission

The Subgrantee must submit Interim and final Narrative and Financial Reports to the Fund Manager in accordance with the deadlines outlined below:

| Report Type | Due date |
|--------------------|-----------------|
| Interim Reports | DATE, 2018 |
| Final Reports | DATE 2018 |

Narrative Reporting: The Subgrantee is required to prepare a comprehensive narrative report covering the entire grant within fourteen (14) calendar days of the agreed end of agreed activities set forward in Annex II, describing the completion of all main activities and key outputs. This narrative part of report should read no more than fifteen (15) pages. Photo documentation in hardcopy and softcopy is highly desired.

The interim narrative report shall present the project's progress from [START DATE] to [MID-DATE] and shall provide information on activities performed and results obtained.

All narrative reports should be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies.

Financial Report: The Subgrantee is required to prepare and submit an interim financial report with supporting financial documentation covering the expenditures for project activities during the interim period. Reports shall be submitted in US Dollars. Expenses incurred in currencies other than US Dollars shall be translated using the monthly exchange rate established by the United Nations Treasury and published on its web-page (<http://www.un.org/Depts/treasury>) of the months in which the expenses were incurred by the Subgrantee. The Subgrantee is required to prepare and submit a comprehensive, final financial report covering the entire grant within fourteen (14) calendar days of the agreed end of activities. The financial report shall present how the contribution from IOM has been used from [START DATE] to [END DATE]. In addition to reporting on the actual expenditures of the approved budget that were incurred during the implementation of this project, the final financial report should also specify, first, how much Value Added Tax and/or customs duties were paid with the funds received, and second, expenditures in the local currency and the exchange rate used. The financial reports shall be supported by a transaction list which should provide clear and chronological record of all financial transactions. Financial reports shall follow the IOM report template. All original receipts, payment documents, bank records or any other documents pertaining to funds from the RRF must be available for audit by IOM or its designated auditor.

Any expenses not supported by the Subgrantee's Final Financial report and supporting documentation shall be returned to the Fund Manager no later than the date of submission of the Final Report.

7.2 The Subgrantee shall give IOM all information on the activities funded by this Agreement and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Subgrantee shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

8. Warranties

- i. The Subgrantee warrants that:
- a) It is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Project in accordance with this Agreement;
 - b) It shall comply with all applicable laws, ordinances, rules and regulation 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 or will be offered by the Subgrantee any direct or indirect benefit arising from the Agreement or award thereof;
 - e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
 - f) The Subgrantee, 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 Project is implemented under this Agreement;
 - h) It will abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
 - i) The Price specified in clause 6.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Subgrantee 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 Subgrantee shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

ii. The Implementing Partner 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) The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) non-discrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. Sub Grantee warrants that there will be no discrimination against persons with disabilities in the implementation of the RRF-funded project and make every effort to respect the principles of the Convention on the Rights of Persons with Disabilities in performing the program under the Agreement.
- f) Adhere to above commitments at all times. Failure to comply with a)-e) shall constitute grounds for immediate termination of this Agreement.

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

9. Independent Contractor

The Subgrantee shall perform all activities under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

10. Dispute resolution

10.1 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.

10.2 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.

10.3 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.

10.4 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.

11. Delays/Non-Performance

11.1 If, for any reason, the Subgrantee does not carry out or is not able to carry out its obligations under this Agreement (including the Annexes hereto), it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.

11.2 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the party in question. In such event, the party will give immediate notice in writing to the other party of the existence of such cause or event and of the likelihood of delay.

12. Confidentiality

All information including personal information of the beneficiaries which comes into the Subgrantee's possession or knowledge in connection with this Agreement or the Project is to be treated as strictly confidential. The Subgrantee shall not communicate such information to any third party without the prior written approval of IOM. The Subgrantee shall comply with IOM Data Protection Principles (Annex V) in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

13. 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:

For IOM
Maureen Achieng
machieng@iom.int
or

For [ORGANIZATION NAME]

[REPRESENTATIVE NAME]

Tel number

email

14. Use of IOM Name

14.1 The use of the official logo and name of IOM and USAID may only be used by the Subgrantee in connection with the Project and with the prior written approval of IOM. The Subgrantee must acknowledge the contribution of IOM and USAID to the Project in any advertising or publicity connected with the Project, which must be approved by IOM in advance.

14.2 Publications issued by the Subgrantee under the Project must contain proper disclaimers.

14.3 As a condition of receipt of this sub-award, marking with the IOM and USAID identities of size and prominence equivalent to or greater than the IOM's, Subgrantee's, or other donors is required.

14.4 Any public communications funded by the RRF, in which the content has not been approved by IOM or USAID, must contain the following disclaimer: *"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of its authors and do not necessarily reflect the views of the International Organization for Migration, USAID or the United States Government."*

15. Intellectual Property

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

16. Indemnity

16.1 The Subgrantee shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents ("those indemnified") from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Subgrantee of any written claim, loss, or demand for which the Subgrantee is responsible under this clause.

16.2 This indemnity shall survive the expiration or termination of this Agreement.

17. 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.

18. Assignment/Subcontracting

18.1 The Subgrantee shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Partner without approval in writing by IOM may be cause for termination of the Agreement.

18.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the activities may be assigned to a sub-contractor. Notwithstanding the said written approval, the Subgrantee shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Subgrantee remains bound and liable under this Agreement and it shall be directly responsible to the IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of Action against IOM for any breach of the sub-contract.

19. Further Conditions

19.1 The Subgrantee agrees to restrictions and conditions relating to restricted and ineligible goods, services and suppliers as set out in Section V., Part F. of the October 2012 OFDA 'Guidelines for Unsolicited Proposals and Reporting', a copy of which has been provided to the Subgrantee.

19.2 The Subgrantee may not procure goods or services furnished by any firm or individual whose name appears on the "List of Parties Excluded From Federal Procurement and Non-procurement Programs," available at: <http://www.sam.gov/>. The Subgrantee should also consult the Office of Foreign Assets Control in the Department of Treasury via the website: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> to review the lists of specially designated nationals (SDN) and blocked persons and affirms non-engagement with named entities.

19.3 U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts or sub agreements issued under the award.

20. 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.

21. 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.

22. 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.

23. Termination

23.1 This Agreement may be terminated by two (2) weeks written notice to the other Party. However, where the Subgrantee is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

23.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 days from the date of termination.

23.3 Upon any such termination, the Subgrantee shall waive any claims for damages including loss of anticipated profits on account thereof.

24. Final clauses

24.1 This Agreement will enter into force from date 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 23.

24.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in two copies in English on **DATE 2018** at Addis Ababa, Ethiopia

For and on behalf of
The International Organization
for Migration
Signature

For and on behalf of
[ORGANIZATION NAME]
Signature

Maureen Achieng
Chief of Mission and representative to AU,
ECA and IGAD
IOM Ethiopia

[REPRESENTATIVE NAME]
Title
[ORGANIZATION NAME]