

REQUEST FOR PROPOSALS
PROCUREMENT OF SERVICES
For Simple Assignments

SERVICES FOR
EXTERNAL FINANCIAL AUDIT

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International Organization for Migration (IOM)
The UN Migration Agency

Mission to Tajikistan
Second Driveway, 22A, Azizbekov Street, Dushanbe

01 April 2019

REQUEST FOR PROPOSALS
RFP No.: AUD/CS.0968.TJ10

Mission: IOM Mission to Tajikistan

Project Name: Tajik-Afghan Integration, Resilience and Reform Building Programme

Project ID: CS.0968

Title of Services: External Financial Audit

WBS for audit costs: CS.0968.TJ10.57.01.001



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Service Provider for the project “Tajik-Afghan Integration, Resilience and Reform Building Programme” for which this Request for Proposals (RFP) is issued.

IOM hereby invites Financial Auditing Firms to provide their Technical and Financial Proposal for the following Services:

Conduction of an external interim financial audit (for the period from 1 April 2018 to 31 May 2019) of the above-mentioned project. 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 (TOR)
- Section V. Information about the Memorandum of Understanding (MoU)
- Section VI. Standard Form of Contract
- Section VII. Standard Form of Confidentiality Agreement

The Proposals must be delivered in a sealed envelope by hand to IOM with office address at Second Driveway, 22A Azizbekov Street, Dushanbe (Attn: IOM Tajikistan Finance Unit/Mr. Ozar Saidov) **before 17.00 hours on 20 April 2019**. If hand delivery is not possible, then IOM can agree as an exception to receive proposals by e-mail to the address procurement.tj@iom.int. 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

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IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

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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 Consulting Firm.
- 1.2 Service Providers/Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Service Providers/Consulting Firms' costs for preparing the proposal and for 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.

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 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 any thing 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

- 3.1 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 five (5) working 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.

4.3 No pre-proposal conference will be held.

5. Preparation of the Proposal

5.1 A Service Provider/ Consulting Firm's 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 exclusively in English. All reports prepared by the contracted Service Provider/Consulting Firm shall also be exclusively 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

6.1 When preparing the Technical Proposal, Service Providers/Consulting Firms must give particular attention to the following:

- a) If a Service Provider/Consulting Firm deems that it does not have all the

expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
- d) Proposed professional staff must, at a minimum, have the experience of at least five years, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section II).

- a) A brief description of the Service Providers/Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last five years.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, consultants are expected to take

into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 (Section III).

- 7.2 The Financial proposal shall include all costs associated with the assignment. 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. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers/Consulting Firms shall express the price of their services in US dollars (USD). Payments under this contract will be made in Tajik Somonis. Calculation will be based at the monthly exchange rate established by United Nations and published on its web-page (<http://treasury.un.org/operationalrates/OperationalRates.aspx>).
- 7.5 The Financial Proposal shall be valid for 21 calendar days. During this period, the Service Provider/Consulting Firm is expected to keep available the professional staff for the assignment. 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 one proposal. If a Service Provider/Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 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 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 Service Providers/Consulting Firms shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address,

reference number and title of the project and the name of the Service Provider/Consulting Firm.

- 8.5 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.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the Bid Evaluation and Analysis Committee (BEAC). The Financial Proposal shall remain sealed 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 five (5) working days 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 criteria, sub-criteria and point system. Each responsive proposal shall be given a technical score. 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 per cent.
- 10.4 The technical proposals of Service Providers/Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

Points

- (i) Specific experience of the Service Providers/Consulting Firms relevant to the assignment: **10**

- (ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:
 - a) Technical approach and methodology 20
 - b) Work plan 10
 - c) Organization and staffing 20

Total points for criterion (ii): **50**

- (iii) Key professional staff qualifications and competence for the assignment:
 - a) Team Leader 40

Total points for criterion (iii): **40**

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications 20
- 2) Adequacy for the assignment 60
- 3) Experience in region and language 20
- Total weight: **100%**

The minimum technical score required to pass is: 70 Points

- 10.5 The 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:

$$\mathbf{Sf = 100 \times F1 / F}$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,

F1 - 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 weights (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$\mathbf{Sc = St \times T\% + Sf \times F\%}$$

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

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date for contract negotiation is **25 April 2019**.
- 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, an 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 on **01 May 2019**.

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: International Organization for Migration (IOM),
Mission in Tajikistan, 22A, Second Driveway, Azizbekov Street,
Dushanbe, Tajikistan

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 sealed under a separate envelope.

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:

TPF – 2: Service Providers/Consulting Firms Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should not exceed 3 pages, not including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

TPF-6: Time Schedule for Professional Personnel

			Days (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Days
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location _____

Part-time: _____

Signature of Authorized Representative: _____
 Full Name: _____
 Title: _____

TPF-7: Activity (Work) Schedule

A. Field Investigation and Other Activities													
No.	Activity/Work Description	<i>Duration</i>											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1													
2													
3													
4													
5													

B. Completion and Submission of Reports

Reports	Date
1. Draft Report	
2. Final Report	

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: International Organization for Migration (IOM),
Mission in Tajikistan, 22A, Second Drive Azizbekov Street,
Dushanbe, Tajikistan

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:

Section IV. Terms of Reference for Project Audit

I. Introduction

IOM obtained a voluntary contribution of 3,832,505.00 GBP from the UK Department for International Development to finance a project entitled “Tajik-Afghan Integration, Resilience and Reform Building Programme”. The project implementation period was from 01 June 2016 to 31 May 2020.

Through this project, IOM will contribute to integrating Afghanistan and Tajikistan in the field of community stabilization, reduce the effects of transnational threats felt by border communities, and address inter and intra community tensions. The project offers a comprehensive approach to stability and security along the Tajik-Afghan border, and thus contributes to both reform and resilience.

IOM wishes to engage the services of an audit firm for the purpose of auditing this project, as stipulated in the agreement between IOM and the UK Department for International Development. The audit shall be carried out in accordance with international audit standards issued by The International Auditing and Assurances Standards Board (IAASB). The audit shall be carried out by an external, independent and qualified auditor (Certified Public Accountant/Authorized Public Accountant) in Dushanbe.

II. Objectives and scope of the audit

The auditor shall use ISA 805 as basis for the risk assessment.

- Audit the Financial report for period from 1 April 2018 to 31 May 2019 as submitted to the donor and express an audit opinion according to ISA 805 on whether the financial report of the project/programme submitted to the donor is in accordance with IOM’s accounting records and agreed budget.
- Examine, assess and report on compliance with the terms and conditions of the agreement and applicable laws and regulations.
- The auditor shall examine on a test basis that there is supporting documentation related to reported expenditure. The size of the test shall be based on the auditor’s risk analysis and that should be stated in the report. The auditor shall report the identified amount in case there is any missing supporting documentation.
- The auditor shall submit an audit memorandum/management letter after review of the draft by IOM Tajikistan, which shall contain the audit findings made during the audit process. The audit memorandum/management letter shall state which measures that have been taken as a result of previous audits and whether measures taken have been adequate to deal with reported shortcomings.

III. Audit Certificate/report/memorandum/management letter

The report shall contain details regarding the audit methodology and the scope of the audit.

The report shall contain an assurance that the audit was performed in accordance with international standards and by a qualified auditor.

The report shall contain the responsible auditor's signature (not just the audit firm) and title.

The auditor shall make recommendations to address any weaknesses identified. The recommendations should be presented in priority.

The report shall not exceed 20 pages, be written in English and be presented to IOM Tajikistan in three copies and one digital PDF version for onward transmission to the UK Department for International Development, within four weeks of the audit visit.

Section V. Information about the Memorandum of Understanding

Information about the Memorandum of Understanding	
ARIES project number and date of the Memorandum of Understanding	300051 15 June 2016
Memorandum of Understanding	“Tajik-Afghan Integration, Resilience and Reform Building Programme”
Country	Tajikistan and Afghanistan
Beneficiary	International Organization for Migration (IOM)
Start date of the Project	1 June 2016
End date of the Project	31 May 2020
Total cost of the Project	3,832,505.00 GBP
Total amount received to date by the IOM from the Contracting Authority	867,953.00 GBP
Contracting Authority	UK Department for International Development
UK Department for International Development represented by:	Mr. David Rinnert Governance Advisor and Deputy Head of DFID Central Asia

Section VI. Standard Form of Contract

**Service Agreement
Between
The International Organization for Migration
And
[Name of the Other Party]
On
Audit Services**

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with audit services for [insert the Project name] (the “Project”) in accordance with the terms and conditions of this Agreement and its Annexes, if any.

The following documents form an integral part of this Agreement: [add or delete as required]

Annex A: Terms of Reference (including Delivery Schedule)

Annex B: Price Schedule

Annex C: Bid/Quotation Form

Annex D: Accepted Notice of Award (NOA)

Annex E: [Name of the Funding Agreement financing the Project] (“Funding Agreement”)

2. Parties

2.1 The Parties to this Agreement are the **International Organization for Migration**, Mission in Tajikistan, 22A, Second Drive Azizbekov Street, Dushanbe, represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as IOM, and [Name of the Other Party], [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the Service Provider.

3. Services Supplied

3.1 The Service Provider agrees to provide independent audit service for the Project to the IOM in accordance with the “Terms of Reference” (Annex A) (the “Services”) The Services shall include:

[add or delete as required – the more detail, the better]

a) Preparation of the financial audit, including a meeting with IOM staff on how to access documents required for the audit.

b) Auditing and reporting on the Project financial statements, verification of documents and, as necessary, interview with relevant IOM staff

c) Delivery of an audit certificate in compliance with ...(e.g. the model for an audit certificate provided in Annex X of the Funding Agreement (Annex E)).

- d) Delivery of a draft final audit report prior to the issuance of the audit certificate and no later than *(date)* in order to enable IOM to provide necessary clarifications or further information.
- e) Delivery of the final audit report incorporating all IOM's comments no later than *(date)*.
- f) Debriefing for IOM to present findings as well as recommendations for compliance/improvement.
- g) ...

- 3.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 3.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of the Terms of References (Annex A) and the International Standards on Auditing.

4. Charges and Payments

- 4.1 The all-inclusive Service fee for the Services under this Agreement shall be *USD XXX* *[amount in words]*, which is the total charge to the IOM.
- 4.2 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)]*
- 4.3 Payments shall become due *[insert number of days in numbers and words]* days after IOM's receipt and approval of the invoice, subject to IOM's receipt and approval of the final audit report of the Project. Payment shall be made in *[Currency]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 4.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 4.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

5. Warranties

5.1 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 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 or will be offered by 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 procuring 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) It shall 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 Article 4.1 of 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.

5.2 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

6. 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 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.

7. Independent Contractor

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

8. Dispute resolution

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present 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.

9. Delays/Non-Performance

- 9.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 9.2 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.

10. Confidentiality

- 10.1 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.
- 10.2 Each of the personnel of the Service Provider who perform the Services under this Agreement may be requested to sign a separate Confidentiality Agreement prior to accessing information, documents, records of IOM.

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Use of IOM Name

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

13. 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, including the draft/final audit reports produced under this Agreement, shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

14. Guarantee and Indemnities

- 14.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 months after final payment by IOM under this Agreement.
- 14.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

15. Status of IOM

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

16. Assignment and Subcontracting

- 16.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 16.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

17. 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.

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. Termination

- 20.1 IOM may terminate this Agreement at any time, in whole or in part.
- 20.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 days from the date of termination.
- 20.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

21. Final clauses

- 21.1 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 20.
- 21.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in two copies in English,

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 VII. Standard Form of Confidentiality Agreement

Confidentiality Agreement

This Confidentiality Agreement (the “Agreement”) is entered into between the International Organization for Migration (IOM) (the “Disclosing Party”) and the XXXX (the “Receiving Party”) on XXXX (date).

1. Preamble

1. Disclosure of certain information that is confidential and proprietary to IOM may be requested by the auditors with regard to the following project(s) during the course of audit (the “Audit”):
 - a) ...
 - b) ...
 - c) ...
2. The Parties agree that all information, including personal information of IOM staff, consultants and IOM beneficiaries, which comes into the possession or knowledge of the Receiving Party in connection with this Agreement or the Audit is to be treated as strictly confidential. The Receiving Party acknowledges that the Disclosing Party is bound by the IOM Data Protection Principles (Annex I). The Receiving Party undertakes to adhere to the IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or has access to any personal data in the performance of the Audit.
3. In consideration of the mutual undertakings of the Parties under this Agreement, the Parties agree as follows:

2. 4. Definitions

- a) “Confidential Information” shall refer to all such information disclosed in the context of the Audit, whether written or oral, as well as all personal information disclosed in the context of the Audit.
- b) “Personal Information” under this Agreement shall include, but is not limited to, any personal information of IOM staff members, consultants and any person hired by or remunerated by IOM and their family members, as well as IOM beneficiaries and any person who received IOM assistance.

5. Receiving Party’s Obligations

- 5.1 The Confidential Information to be disclosed is confidential and proprietary to the Disclosing Party. The Receiving Party shall use the Confidential Information exclusively for the specific purposes for which it was disclosed and shall disclose it only to its officers or employees on a need to know basis and to the extent necessary for the performance of the Audit.

5.2 The Receiving Party shall ensure that the Confidential Information is not used, disclosed, disseminated, transferred, referred to, cited or published for any reason other than that envisaged under this Agreement, unless agreed upon in advance in writing by IOM.

5.3 The Receiving Party shall not disclose the Confidential Information to any third party, without the prior written consent of the Disclosing Party.

5.4 The Receiving Party shall ensure that the Audit report does not include any personal information, and it shall take all reasonable and necessary precautions to preserve the confidentiality of the personal information and the anonymity of the person concerned.

5.5 The Receiving Party agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any unauthorized person or entity or from unauthorized modification, tampering or loss.

5.6 Upon the request of the Disclosing Party following finalization of the Audit report, the Receiving Party shall return or destroy all Confidential Information, including copies or other reproductions thereof. Where the request is to:

- (a) Return the Confidential Information, the Receiving Party shall do so within five (5) days of the request.
- (b) Destroy the Confidential Information, the Receiving Party shall provide a written certificate to the Disclosing Party confirming destruction within five (5) days of the request.

6. Limits on Receiving Party's Obligations

The Receiving Party's obligations under this Agreement is permanent and shall survive the termination or expiration of this Agreement. However, the Receiving Party shall have no obligation under this Agreement with respect to Confidential Information which is:

- (a) Or becomes publicly available without breach of this Agreement by the Receiving Party;
- (b) Lawfully received by the Receiving Party from a third party without restriction;
- (c) Disclosed by the Receiving Party with the prior written authorization of the Disclosing Party without restriction.

7. Ownership of Confidential Information

Ownership of all Confidential Information owned by the Disclosing Party shall remain vested in the Disclosing Party. Disclosure of Confidential Information to the Receiving Party for the purpose of the Audit shall not affect the ownership rights of the Disclosing Party.

8. Breach of Agreement

The Parties acknowledge and agree that any breach of confidentiality obligations under this Agreement shall cause the Disclosing Party substantial and irreparable damage. If the Receiving Party makes or threatens such disclosure in violation of this Agreement, the

Disclosing Party shall be entitled to immediate injunctive relief, or any other remedy available in law or in equity.

9. Dispute resolution

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. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

10. Miscellaneous provisions

Nothing in this Agreement affects the privileges and immunities enjoyed by the Disclosing Party as an intergovernmental organization.

11. Assignment

This Agreement or any rights arising under it may only be assigned with the written permission of the other Party.

12. Amendment

Amendments to this Agreement may be made by mutual agreement in writing between the Parties.

13. 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. The following officers of the Disclosing Party have the authority to waive the Receiving Party's obligations under this Agreement:

- (a) Director, Department of Resources Management, IOM;
- (b) Chief of Staff, IOM
- (c) Director General, IOM.

14. Term and Termination

This Agreement will enter into force upon signature by both Parties. The Disclosing Party may terminate this Agreement at any time, in whole or in part. The confidentiality obligations under this Agreement shall survive the expiration or termination of this Agreement.

In the event of termination, the Receiving Party shall cease to access, use or process the Confidential Information, and it shall, upon instruction of the Disclosing Party return or

destroy the Confidential Information, and certify that it destroyed all copies and traces thereof.

15. 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.

16. 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.

Signed in two copies, on (date) at (city):

**For: The International Organization
For Migration**

**For: (Company name)
Auditors**

Annex I: IOM DATA PROTECTION PRINCIPLES

1. LAWFUL AND FAIR COLLECTION

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

2. SPECIFIED AND LEGITIMATE PURPOSE

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

3. DATA QUALITY

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

4. CONSENT

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

5. TRANSFER TO THIRD PARTIES

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

6. CONFIDENTIALITY

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

7. ACCESS AND TRANSPARENCY

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

8. DATA SECURITY

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

9. RETENTION OF PERSONAL DATA

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

10. APPLICATION OF THE PRINCIPLES

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

11. OWNERSHIP OF PERSONAL DATA

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

12. OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES

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

13. EXCEPTIONS

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