

IOM office-specific Ref. No.:
FI10/2014/PAR/1008
IOM Project code: FM.0341
LEG Approval/Checklist Code:

**Agreement
Between
Municipality District Prague 14
And
The International Organization for Migration (IOM)
On
Active Citizenship: Enhancing political Participation of Migrant Youth
(ACCESS) Project**

1. The Parties to this Agreement are Municipality District Prague 14 (the "Donor") and the International Organization for Migration Mission in Helsinki.
2. The Donor hereby agrees to provide financial support to the IOM project Active Citizenship: Enhancing Political Participation of Migrant Youth (ACCESS) in the amount of 2,000.00 Euro.
3. The Contribution shall be used by IOM towards financing the costs of the Project outlined in the Project Document (Annex A), Project Activities and Division of Tasks (Annex B) and IOM Data Protection Principles (Annex C), which are an integral part of this Agreement.
- 4.1. The duration of the Project shall be from 1 December 2013 to 31 May 2015.
- 4.2. The Parties agree that the Project duration may be extended by IOM by up to three (3) months in order to complete the Project as long as the total Contribution as stated in Article 2 is not exceeded. Such extension shall become effective on the date IOM notifies the extension to the donor in writing, which shall be done prior to the original Project completion date. The notification shall include the justification for such an extension and information on the new date of Project completion as well as the dates for outstanding financial and narrative reports.

5. The Contribution shall be paid preferably in one instalment by the Donor into the following account in Euros upon signing of this Agreement, quoting the above IOM project code: FM.0341 to facilitate the recording of the Contribution into IOM's accounts:

IBAN:	F186 1521 3000 0023 05
Holder:	IOM INTERNATIONAL ORGANIZATION FOR MIGRATION
Currency:	EUR
SWIFT:	NDEAFIHH

6. IOM shall receive and administer the Contribution in accordance with its regulations, rules and directives. The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of IOM.

7. IOM shall maintain a separate project code to track all related financial transactions, which will be converted using the prevailing United Nations operational rate of exchange.

8. IOM shall provide the Donor with the following reports during implementation of the Project:

Narrative, financial, interim, and final reporting when they are due.

9. Any part of the Contribution which has not been used upon completion of the Project, as reported in the final financial report, shall be refunded to the Donor unless otherwise agreed by the Parties.

10. Ownership of equipment, supplies and other properties financed from the Contribution shall vest in IOM.

11. 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.

12. IOM shall not 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 IOM. In such event, IOM will give immediate notice in writing to the Donor of the existence of such cause or event and of the likelihood of delay.

13. All information including personal information which comes into the Parties' possession or knowledge in connection with this Agreement or the Project is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. IOM shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. The obligations under this Article shall survive the expiration or termination of this Agreement.

14. 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.

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

16. Either Party may terminate this Agreement by 3 month's written notification to the other Party. In the event that this Agreement is terminated prior to the completion of the Project, IOM may continue to hold any unutilized Contribution until all commitments and liabilities incurred up to the date of termination for the implementation of the Project have been satisfied and project activities have been brought to an orderly conclusion. IOM shall not be obliged to repay any funds



irrevocably committed in good faith by IOM before the date of notice of such termination.

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

18. This Agreement shall enter into force upon its signature by authorized representatives of the Parties. It will remain in force until completion of all obligations of the Parties under this Agreement.

Agreed and signed in duplicate in English.

For and on behalf of
Municipality District Prague 14

For and on behalf of
The International Organization
for Migration Mission in Helsinki

Signature

Signature



Simo Kohonen, Officer in Charge a.i.

On

On 20.03.2014

In

In Helsinki