

IOM office-specific Ref. No.:	FI10/2024/DON/1006
IOM Project Code:	
LEG Approval Code:	ISL/FISL/ME0044/2024 AVRR

**Agreement
between
Icelandic Directorate of Immigration
and the
International Organization for Migration (IOM)
on
Assisted Voluntary Return and Reintegration Support to Migrants in Iceland (AVRR-IS)**

This Agreement (the “**Agreement**”) is entered into by the **Icelandic Directorate of Immigration** (the “**Donor**”), of Dalvegí 18, 201 Kópavogi, Iceland, represented by Kristín Völundardóttir, General Director, and the **International Organization for Migration** (“**IOM**”), a related organization of the United Nations, acting through its Mission in Finland, Unioninkatu 13, 00130 Helsinki, Finland, represented by Tobias Van Treeck, Head of Office. The Donor and IOM are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Donor agrees to provide IOM with financial support for the Project in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement:
 - (a) **Annex A** – Project Document; and
 - (b) **Annex B** – Project Budget.

2. Contribution

- 2.1 The Donor hereby agrees to provide financial support to the IOM project **Assisted Voluntary Return and Reintegration Support to Migrants in Iceland (AVRR-IS)** (the “**Project**”) in the amount of **USD 4,703,987.00 (Four Million Seven Hundred Three Thousand Nine Hundred Eighty-Seven US Dollars only)** (the “**Contribution**”).
- 2.2 The Contribution shall be used by IOM towards financing the costs of the Project outlined in the Project Document (**Annex A**) and the Project Budget (**Annex B**). The Contribution shall include the IOM mandatory project overhead cost of 7%, as approved by all IOM Member-States through Council Resolution.
- 2.3 The Contribution shall be paid by the Donor in instalments. The first instalment of the Contribution shall be paid within 15 days from signing this Agreement. Subsequent contributions shall be paid by the Donor according to the below schedule provided that IOM submits a payment request.

PAYMENT SCHEDULE:

- (a) First instalment in the amount of USD 1,175,999 (One Million One Hundred Seventy-Five Thousand Nine Hundred Ninety-Nine US Dollar) within 15 days from signing this Agreement;
- (b) Second instalment in the amount of USD 1,175,996 (One Million One Hundred Seventy-Five Thousand Nine Hundred Ninety-Six US Dollar) by 15 October 2024;
- (c) Third instalment in the amount of USD 1,175,996 (One Million One Hundred Seventy-Five Thousand Nine Hundred Ninety-Six US Dollar) by 15 April 2025;
- (d) Final instalment in the amount of USD 1,175,996 (One Million One Hundred Seventy-Five Thousand Nine Hundred Ninety-Six US Dollar) by 15 October 2025;

The payment(s) of the Contribution shall be made in the currency of the Contribution as determined in Article 2.1 into the following bank account, quoting the above IOM [Reference number/project code] to facilitate the recording of the Contribution into IOM's accounts:

Citibank, N.A.,
399 Park Avenue
New York, NY 10043
SWIFT BIC: CITIUS33
ABA 021000089
IOM Geneva a/c no 30557053

- 2.3 The Donor shall notify IOM by email to revenue@iom.int and iomhelsinkiaf@iom.int of the following: (a) the amount transferred; (b) the value at date of the transfer; (c) that the transfer is from the Donor pursuant to this Agreement including the above IOM FI10/2024/DON/1006.
- 2.4 If the payment of the Contribution is made or the Contribution itself is confirmed in other currency than the Project Currency, the value of the Contribution in the Project Currency will be determined by the United Nations operational rate of exchange rate prevailing at the time of receipt of the Contribution by IOM. Any increase or decrease in the value of the Contribution expressed in Project Currency due to changes in the UN operational rate of exchange between the date of signature of this Agreement and the date of IOM's receipt of the Contribution will increase or decrease funds available for implementing the activity. When applicable, IOM may inform the Donor of a reduction in the value of the Contribution expressed in Project Currency with a view to determining whether any further financing could be provided by the Donor. Should further financing not be available, the activities to be provided by IOM may be reduced, suspended or terminated upon written notification to the Donor by IOM in order to accommodate the reduction in the value of the Contribution.
- 2.5 IOM reserves the right to start the Project only upon IOM's receipt of the first payment as per the payment schedule agreed under Article 2.3. In the event that IOM does not receive the Contribution as per the payment schedule agreed under Article 2.3 or does not receive the Contribution in full within the agreed payment schedule, IOM may contact the Donor who shall hold a discussion with IOM with a view to determining when the payment of the Contribution or the remaining Contribution will be initiated. In the event of not receiving the Contribution fully in accordance with the payment schedule agreed under Article 2.3, the activities provided by IOM under the Project may be reduced, suspended, postponed or terminated by IOM upon IOM's written notification to the Donor with immediate effect.
- 2.6 The Donor's obligations under this Agreement shall not be affected by or contingent on (i) any rights or obligations of the Donor or of IOM under other contracts or agreements between

IOM and the Donor, or (ii) IOM's performance of other project activities or any result of audit, evaluation and monitoring not directly relevant to this Agreement.

- 2.7 IOM shall not be liable for any delay in performing or failure to perform any of its obligations under this Agreement if IOM does not receive the Contribution fully in accordance with the payment schedule as per Article 2.3 of this Agreement.

3. Project Duration

- 3.1 The duration of the Project shall be from **1 May 2024** to **30 April 2026**.
- 3.2 The Parties agree that the Project duration may be extended by IOM by up to 6 (six) 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.

4. Administration of the Contribution

- 4.1 IOM shall receive and administer the Contribution in accordance with its regulations, rules, directives, policies and procedures. The Contribution shall, in line with the single audit principle, be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, directives, policies and procedures of IOM.
- 4.2 The activities administered under this agreement are budgeted and reported in USD (the "Project Currency").
- 4.3 IOM shall maintain a separate project account in accordance with its own regulations, rules, directives, policies and procedures to administer and track all financial transactions related to the Project, which will be converted to the Project Currency using the prevailing United Nations operational rate of exchange in accordance with IOM policies.
- 4.4 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. Interest income generated from any contribution, if any, will be credited to IOM's accounts as miscellaneous income.
- 4.5 The personnel for the Project shall be recruited, employed and supervised by IOM in accordance with its regulations, rules, directives, policies and procedures.
- 4.6 Procurement for the Project shall be undertaken by IOM in accordance with its regulations, rules, directives, policies and procedures.

5. Reports

- 5.1 IOM shall provide the Donor with the following reports during implementation of the Project:

Type of Report	Reporting Due Date	Reporting Period
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1 st Interim Narrative/Financial Report	31 July 2025	1 May 2024 – 31 April 2025
Final Report	31 August 2026	1 May 2024 – 30 April 2026

- 5.2 All project reports shall be issued by IOM in the Project Currency and in accordance with its regulations, rules, directives, policies and procedures and using IOM's standard project reporting templates.

6. Assurances

- 6.1 IOM is firmly committed to the IOM Standards of Conduct and has a zero-tolerance towards irregular practices, wrongdoing and misconduct, including but not limited to financial malpractice, impropriety or fraud, failure to comply with rules, regulations or policies, criminal activity, professional malpractice, improper conduct or unethical behaviour, conflict of interest without disclosure, waste of resources, abuse of authority, corruption and mismanagement, whether perpetrated by IOM staff, executing agencies, contractors or consultants. The Parties agree that it is important to take all necessary and reasonable precautions to avoid any irregular practices, wrongdoing or misconduct. IOM takes all allegations of irregular practices, wrongdoing and misconduct seriously and shall conduct an investigation, if in IOM's sole discretion, the allegation is deemed credible and merits an investigation. All investigations shall be carried out in accordance with the IOM regulations, rules, directives, policies and procedures.
- 6.2 The Parties have a zero-tolerance towards sexual exploitation and abuse. IOM shall take all reasonable steps to prevent the sexual exploitation and abuse of any person linked to the delivery of the activities under this Agreement. Subject to the IOM regulations, rules, directives, policies, and procedures governing its operations, IOM shall without undue delay report any credible allegations or actual incidents of sexual exploitation and abuse related to this Agreement to the Secretary-General of the United Nations through the Secretary-General's reporting mechanism on Sexual Exploitation and Abuse at <https://www.un.org/preventing-sexual-exploitation-and-abuse/content/data-allegations-un-system-wide>. Such reporting on sexual exploitation and abuse shall be without prejudice to the privileges and immunities of IOM.
- 6.3 Consistent with applicable United Nations Security Council resolutions, the Parties are firmly committed to the international fight against terrorism, and in particular, financing terrorism. IOM undertakes to use reasonable efforts to ensure that no resources provided under this Agreement are made available or used to provide support to individuals or entities associated with terrorism which are named on the United Nations Security Council Consolidated Sanctions List, as may be amended.

7. Ownership of property financed from the Contribution

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in IOM. Such properties shall be disposed of in accordance with the IOM's regulations, rules, directives, policies and procedures, unless otherwise agreed between the Donor and IOM in writing.

8. Force Majeure

- 8.1 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*, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of IOM.
- 8.2 As soon as possible after the occurrence of a *force majeure* event which impacts the ability of IOM to comply with its obligations under this Agreement, IOM will give notice and full details in writing to the Donor of the existence of the *force majeure* event and the likelihood of delay. On receipt of such notice, IOM and the Donor shall consult with a view to resuming performance of the impacted activities under this Agreement and ensuring coverage by the Donor of unavoidable expenditures incurred by IOM during the period of *force majeure*. Following consultation with the Donor, IOM shall be entitled without liability to suspend the implementation of some or all activities under this Agreement to the extent that it is not possible for IOM to implement the activities due to *force majeure*.

9. Confidentiality and Data Protection

- 9.1 Subject to Articles 10.2, 10.3, and 10.4 below, the terms of this Agreement and all information including personal data which comes into the Parties' possession or knowledge in connection with this Agreement or the Project is to be treated as strictly confidential.
- 9.2 IOM shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. No personal data of IOM beneficiaries shall be communicated to any third party without the prior written approval of the beneficiary concerned. The obligations under this Article 10 shall survive the expiration or termination of this Agreement.
- 9.3 IOM may disclose information related to this Agreement, such as the name and address of the Donor, the value of the Contribution, and the title, nature and purpose of the Project, to the extent required by IOM's reporting mechanisms and commitment to any transparency and accountability initiatives.
- 9.4 IOM, since 1 March 2017, is a member of the International Aid Transparency Initiative (IATI) and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. IOM gives consent for data related to this Agreement (and any subsequent amendments), associated financial transfers, and funds utilization to be published on the Donor's website and via the IATI platform according to IATI standards. For the sake of clarity, beneficiary data and other sensitive information must not be disclosed by the Parties externally, including via the IATI platform or their website.

IATI Publisher Identifiers:
IOM: XM-DAC-47066

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: Tobias Van Treeck
Head of Office IOM Finland
Unioninkatu 13, P.O. Box 851, 00101 Helsinki, Finland
Email: tvantreeck@iom.int

Icelandic Directorate of Immigration (UTL)

Attn: Kristín Völundardóttir
General Director
Dalvegi 18, 201 Kópavogi, Iceland
Email: k.volundar@utl.is

12. Dispute Resolution

- 12.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 12.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 12.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 12.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for 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.
- 12.6 This Article survives the expiration or termination of the present Agreement.

13 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.

14 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.

15 Termination

Either Party may terminate this Agreement for cause by 180 (One hundred Eighty) days 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.

16 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.

17 Entire Agreement

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

18 Final Clauses

18.1 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.

18.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

Signed in duplicate in English, on the dates and at the places indicated below.

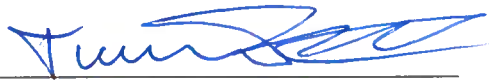
For and on behalf of
Icelandic Directorate of Immigration

Signature

For and on behalf of
The International Organization for Migration

Signature

Name: Kristín Völundardóttir
Position: General Director
Date:
Place:



Name: Tobias Van Treeck
Position: Head of Office IOM Finland
Date:
Place:



Undirritunarsíða

Kristín Völundardóttir



Undirritað af:
Kristín Völundardóttir
1802663139
Dags: 03.05.2024
Tími: 11:38:27
Ástæða: Samþykkt
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