difference between the remaining amount in Contract Price not paid to the Contractor upon termination including the retention amount (after the settlement of all remaining debts and obligations) and the actual cost spent by IOM for completion of the remainder of the Works plus overhead of 10% (ten per cent) for additional administrative efforts of IOM.

- 26.5 Upon any termination, the Contractor shall waive any claims for damages including loss of anticipated profits on account thereof.
- 26.6 IOM may suspend the Agreement at any time, in whole or in part. In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Contractor in writing when the suspension is lifted and may modify the completion date. The Contractor shall not be entitled to claim or receive any Service fee or costs incurred during the period of suspension of this Agreement.

## 27. 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.

## 28. Entire Agreement

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

## 29. Final Clauses

- 29.1 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 26.
- 29.2 Amendments may be made by mutual agreement in writing between the Parties.

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

For and on behalf of

The International Organization for

Migration

Signature

Name: Lars Johan LONNBACK

Position: Chief of Mission

Date:

Place:

For and on behalf of

**FPC Agentinter SRL** 

Signature

Name: Veaceslav GURDUZA

Position: Director

Date: 15 - 07 - 20

Place: