



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

Headquarters

17 Route des Morillons, C.P. 17, CH-1211 Geneva 19, Switzerland

Tel. +(41.22)717-9111 Fax +(41.22)789-6150

Manila Administrative Support Office

28/F Citibank Tower, Paseo De Roxas., 1226 Makati City, Philippines

Tel. +(632) 230-1999 Fax +(632) 817-0271

PO Number 4500360060

Doc. Date 27/10/2023

Contact Viada CAVTEA

PCR Code

Tel. 373 22232940

Mission Chisinau, MOLDOVA(R

Email vcavtea@iom.int

PURCHASE ORDER FOR GENERAL SERVICES

Vendor Details

EFFECTIVGRUP SRL
Lomonosov, Balti, MD-3100
Moldova (the Republic of)
Tel.
Fax

Your Vendor No. with us:

18003788

Vendor's Contact Person:

Sergiu, TARPAN

Ship/Deliver Purchase Goods/Service To:

IOM-Chisinau, CO, MOLDOVA (REP
36 1 Ciuflea str., Chisinau, MD2001

Send Invoice To:

Chisinau, MOLDOVA
36 1 Ciuflea str., Chisinau, MD2001

Terms of Payment

Details of Terms of Payment

See below

Delivery Schedule

Delivery Date 14/12/2023
Inco Terms

No	Material Code & Description	Delivery Date	Order Qty.	Unit	Price Per Unit	Net Value
00010	8000000027 Public infrastructure		1	EA	1,045,679.24	1,045,679.24
WBS:	PX.0411.MD10.D4.01.001					
	Rehabilitation of the Playground from Otaci city, Ocnita district - FPI project					

Total Basic Price	1,045,679.24
Total Input Tax 0%	0.00
Total Value MDL	1,045,679.24

Rehabilitation Services for Playground in Otaci city
acc to BoQ attached

Delivery of Service should be completed by the 14 December 2023
Livrarea Serviciilor se preconizeaza pina la 14 Decembrie 2023

Payment will be processed within 10 days after delivery of services and final invoice

Plata se va perfecta in timp de 10 zile lucratoare din momentul receptionarii facturii finale si a serviciilor.

The following annexes form part of this Purchase Order:

- Quotation Form
- Price Schedule
- Delivery Schedule and/or Terms of Reference

• The relevant donor flow down conditions (only applicable if the PO is funded by the EU, PRM, USAID, J/TIP or INE)

Vendor's Acceptance

I confirm that I am authorized, as a representative of my company, to accept the terms and conditions contained in this Purchase Order. I certify that I have read the terms and conditions and that, on behalf of my company, I accept them unconditionally.

Signed Over Printed Name & Title

Prepared By:

Vlada CAVTEA

27-10-2023 14:58:37

Approved By:

G 10/09/23

27/10/23

This document is considered valid if digitally authorized by the IOM Approver. This is system-generated and does not require any IOM signature.

Standard Terms and Conditions for Purchase Order for Provision of Services

1. **Acceptance of Purchase Order**
 - 1.1 Acceptance of this Purchase Order (PO) by the Service Provider shall effect a contract between IOM and the Service Provider (jointly, the "Parties"). The Service Provider's acknowledgement of the PO, provision of any Services under the PO, or acceptance of any Service Fee shall constitute acceptance of the PO.
 - 1.2 The rights and obligations of the Parties shall be governed solely by the PO which shall include the Standard Terms and Conditions and any Annexes (collectively, the "Agreement").
 - 1.3 No additional or inconsistent provisions proposed by the Service Provider shall bind IOM unless agreed to in writing by a duly authorized IOM official.
 - 1.4 In the event of a conflict between the terms of any Annex to the PO and the Standard Terms and Conditions, the Standard Terms and Conditions shall prevail.
 - 1.5 The PO Number must appear on all invoices and correspondence.
2. **Services Supplied**
 - 2.1 The Service Provider agrees to provide the Services as described in the PO in accordance with the Standard Terms and Conditions and any Annexes.
 - 2.2 The Service Provider shall commence the provision of Services and fully and satisfactorily complete them by the date indicated and the specifications provided in the PO and any Annexes.
3. **The Service Fee**
 - 3.1 The Service Fee indicated in the PO shall constitute as the full consideration for the complete performance of the Services.
 - 3.2 The Service Provider shall invoice IOM upon completion of all the Services unless stated otherwise in the PO. The invoice shall include full details of Services provided and any specific requirements stipulated in the PO.
 - 3.3 The Service Fee shall become due after IOM's receipt and approval of the invoice. Within the period stated in the PO, Payment shall be made in currency designated in the PO by bank transfer to the Service Provider's bank account.
 - 3.4 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.
 - 3.5 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold 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.
4. **Warranties**
 - 4.1 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 the 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 from, will be offered by, or will receive from 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 procurement 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) The Service Fee specified in 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
 - (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
 - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
 - (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
 - 4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
 - (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
 - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
 - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
 - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
 - (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
 - (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.
 - 4.3 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.
 - 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement, immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.
5. **Assignment and Subcontracting**
 - 5.1 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.
 - 5.2 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 shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. 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.
6. **Delays, Defaults and Force Majeure**
 - 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service

Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's right to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service Provider's obligation to perform further Services in accordance with the Agreement.

In case of failure by the Service Provider manifestly to perform in accordance with the Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

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, 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 the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as is reasonably considered appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions on Termination herein shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. 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 7 (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.

9. Confidentiality

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.

Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

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 performance of the Services 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 sufficiently given if it is in writing and received by the other Party at the addresses of IOM and Service Provider provided on the PO.

12. Dispute Resolution

Any dispute, controversy or claim arising out of or in relation to this Agreement, or its breach, termination or expiry, shall be settled amicably by negotiation between the Parties.

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.

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.

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 or the issues not covered by the agreement, to the exclusion of any single national system or 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.

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. 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.

15. Guarantee and Indemnities

The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

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.

16. 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 the right shall continue and remain in full force and effect.

17. Termination

IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.

In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

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 Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

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. Entry Into Force; Amendments

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 the provisions on Termination.

No amendment to this Agreement shall be valid or enforceable against IOM unless it is in writing and signed by a duly authorized official of IOM.

The Service Provider acknowledges and agrees that as the funding for this agreement (the "Agreement") derives from the European Union ("EU"), the following provisions are included and are to be read in conjunction with the provisions of the Agreement. This Annex forms an integral part of the Agreement. In case of discrepancies between the Agreement and the provisions of this Annex, the latter shall prevail.

Communication and Visibility

- The official name and emblem or logo (as applicable) of IOM and the EU may only be used by the Service Provider in connection with the Project and with the prior written approval of IOM.
2. If as part of the Services information shall be given to the press and/or to the Final Beneficiaries¹ by the Service Provider, then the Service Provider shall include in all acknowledgements to the press and/or Final Beneficiaries, as well as in all related publicity material, official notices, reports and publications that the Services were carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. The content of any publications by the Service Provider pertaining to the Services, in whatever form and whatever medium, including the internet, shall be agreed in advance with IOM and shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
 3. If during the provision of the Services under this Agreement, equipment, vehicles or major supplies are used, or permanent installations are set up for future use as part of the Services, the Service Provider shall if so requested by IOM display appropriate acknowledgement on such vehicles, equipment, major supplies or permanent installations, including the display of the EU logo (twelve yellow stars on a blue background). The Service Provider shall immediately alert IOM of any security risk resulting from such display, whereupon the Parties shall consult in order to reposition or remove the display, at IOM's sole discretion and at no extra cost.
 4. IOM and the Service Provider shall consult immediately and endeavour to remedy any detected shortcoming in complying with the Communication and Visibility requirements of this Annex. This is without prejudice to measures IOM may take under the Agreement in case of substantial breach of an obligation.

Data Protection

5. The Service Provider shall ensure appropriate protection of personal data. Personal data shall be:
 - processed lawfully, fairly and in a transparent manner in relation to the data subject;
 - collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - accurate and, where necessary, kept up to date;
 - kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
 - processed in a manner that ensures appropriate security of the personal data.

Other obligations

6. The Service Provider shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Service Provider shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
7. The Service Provider shall refrain from any action which may give rise to a conflict of interests. A conflict of interests shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised.
8. The Service Provider shall immediately notify IOM if it has or if it becomes aware that persons having powers of representation, decision making or control over the Service Provider:
 - (i) have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; or
 - (ii) have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the EU's financial interest.
9. The Service Agreement acknowledges and agrees that IOM shall inform the EU of any of the situations referred to in Article 8 of this Annex. The Service Provider further acknowledges and agrees that the EU may introduce this information in the EU's Early Detection and Exclusion System and may publish it on the website of the European Commission. The Service Provider shall immediately inform IOM when it becomes aware that transmitted information needs to be rectified, updated or removed.

Archiving

10. For a period of 7 (seven) years after the completion of the Services or up to the date until any on-going verification, appeal, litigation or pursuit of claim or investigation has been disposed of, if the latter lasts longer, or as otherwise notified by IOM to the Service Provider, the Service Provider shall keep and make available all relevant information (originals or copies) related to the Agreement as per clauses 11 to 15 below.

Access and Financial checks

11. The Service Provider acknowledges and agrees that IOM shall inform the competent bodies of the European Union of irregularities and fraud detected in the performance of the Agreement and the measures taken by the Service Provider in response thereto.
12. Personnel of the competent bodies of the European Union² shall have the same access to all financial records, supporting documents, statistical records and all other records relevant to the Services as IOM under the Audit Article of the Agreement.
13. To that end, the Service Provider undertakes to provide officials of IOM, European Commission, or any other authorised representatives, upon request, information and access to any documents and computerised data concerning the technical and financial management of Services paid under this Agreement, as well as grant them access to sites and premises at which Services are carried out. The Service Provider shall take all necessary measures to facilitate these checks. The documents and computerised data may include information which the Service Provider considers confidential. Such information once provided to the European Commission, or any other authorised EU representatives, shall be treated in accordance with EU confidentiality rules and legislation. Documents must be accessible and filed in a manner permitting checks, the Service Provider being bound to inform the European Commission of the exact location at which they are kept. Where appropriate, the Service Provider may agree with IOM to send copies of such documents for a desk review.
14. Where applicable, the desk reviews, investigations and on-the-spot checks referred to in Articles 12 and 13 of this Annex shall refer to a verification which shall be performed in accordance with the verification clauses agreed between the EU and IOM.
15. The competent bodies of the European Union or IOM shall inform the Service Provider of the planned on-the-spot missions by representatives appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

Termination

16. In the event of termination of the EU Agreement, IOM shall promptly notify the Service Provider, whereupon this Agreement shall terminate with immediate effect or on a later date if so indicated by IOM, and the Service Provider shall be entitled to payments in accordance with the relevant Article of the Agreement dealing with termination.

¹ Final Beneficiary means a natural or legal person ultimately benefitting from the funding provided under the EU Agreement.

² For the purposes of this Annex, reference to the competent bodies of the European Union includes the European Anti-Fraud Office and the European Court of Auditors.

