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| IOM office-specific Ref. No. | 2024\_096 |
| IOM Project Code | DP.2867 |

**PROJECT IMPLEMENTATION AGREEMENT**

**between the**

**International Organization for Migration**

**and**

**Centrum pro cizince Jihomoravského kraje, z. ú.**

**on**

**Information and co-working Space: “IN&CO Space”**

This Project Implementation Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its Mission in Czechia, Prvního pluku 621/8A, 186 00, Prague 8, represented by xxxxxxxxx, Head of Office (hereinafter referred to as “**IOM**”) and **Centrum pro cizince Jihomoravského kraje, z. ú**., Žerotínovo náměstí 3, 602 00 Brno, Id. No 17456517, represented by xxxxxxxxxxx, director (hereinafter referred to as the “**Implementing Partner**”). IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. **Introduction**

The “IN&CO Space” project addresses the lack of free specialized spaces in South Moravia for refugees, including youth, parents with young children, and the self-employed. It offers a multifunctional space for accessing job and education resources, legal and administrative guidance, coworking, and networking opportunities.

It shall be financially supported from the U. S. Bureau of Population, Refugees and Migration.

1. **Integral Documents**

The following documents form an integral part of this Agreement:

1. **Annex A** – Project Document;
2. **Annex B** – Project Budget; and
3. **Annex C** – IOM’s Data Protection Principles.
4. **Scope of the Agreement**

The Implementing Partner shall carry out the Project as described in the Project Document (Annex A), in accordance with the Project Budget (Annex B). The Implementing Partner shall commence the activities on **November 28, 2024,** and fully and satisfactorily complete them by **April 30, 2025***.*

1. **Responsibilities of IOM**

As specified in more detail in the Project Document, IOM undertakes to:

* 1. Provide financial support to the Implementing Partner as per article 6 of the agreement.
	2. Directly guide and supervise the Implementing Partner as needed in the implementation of activities including close monitoring and technical assistance, as considered appropriate by IOM.
	3. Conduct regular follow-up and monitoring.
	4. Review any Information Education Communication (IEC) material developed and produced by the Implementing Partner in the framework of this agreement and provide guidance and approval of the content and other visibility.
1. **Responsibilities of the Implementing Partner**

As specified in more detail in the Project Document, the Implementing Partner undertakes to:

* 1. To identify and rent a centrally located and accessible space, procure furniture to create functional workspaces, design and set up a child-friendly area, and install technology and audiovisual equipment to support project activities.
	2. To recruit qualified information workers, establish a daily information desk for on-site assistance, compile a database of labor market and educational resources, and implement a feedback system to continuously improve services for refugees.
	3. To plan and promote a diverse calendar of events, recruit qualified experts and interpreters, prepare accessible educational resources, and implement a feedback system to ensure the effectiveness and continuous improvement of activities tailored to refugees' needs.
	4. Evidence of beneficiaries disaggregated by age and gender, in accordance with IOM requirements.
	5. To establish a feedback mechanism on beneficiaries' satisfaction with the services provided, in accordance with IOM requirements.
	6. To comply with the visibility guidelines in accordance with IOM requirements.
1. **Finance**

6.1 IOM agrees to provide financial support to the Implementing Partner in implementing **Information and co-working Space: “IN&CO Space”** (the “**Project**”) from **November 28, 2024** to **April 30, 2025** in the maximum amount of **USD 58 858** **(fifty-eight thousand eight hundred fifty-eight United States dollars)** (the “**Contribution**”) in accordance with the Project Budget (Annex B).

6.2 Subject to receipt of the funds by IOM from the funding Donor of the Project, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:

1. The first instalment in the amount of **USD 41 200** (forty-one thousand two hundred **United States dollars**) shall be due within fifteen (15) calendar days after signature of this Agreement and upon IOM`s receipt of the Implementing Partner`s payment request.
2. The final instalment in the maximum amount of  **USD 17 658** (seventeen thousand six hundred fifty-eight **United States dollars**), not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of payment instalments already transferred by IOM, shall be due within fifteen (15) calendar days of completion of the Project, subject to IOM’s receipt and approval of the final report as described in Article 7, IOM`s receipt of request for payment and IOM’s verification of successful completion of all Project activities.
3. If at the end of the reporting period covered by an interim report, less than 70% (seventy per cent) of the previous instalments provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalments, unless the Implementing Partner justifies with a Project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.

6.3 Any excess funds received by the Implementing Partner under this agreement which are reported in the final financial report by the Implementing Partner as not utilized for project implementation purposes shall be returned to IOM no later than the date of submission of the final report.

6.4 All payables under this agreement are due in CZK. IOM will convert the USD payable to CZK using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) applicable on the date when IOM initiates the payment.

6.5 Payment shall be made by bank transfer in Czech koruna (CZK) to the following bank account:

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| Bank Name:  | Komerční banka a.s. |
| Bank Branch: | Na Příkopě 33, 114 07 Praha 1 |
| Bank Account Name:  | Centrum pro cizince Jihomoravského kraje, z. ú. |
| Bank Account Number:  | xxxxxxxxxxxx |
| Swift Code:  | n/A |
| IBAN Number:  | xxxxxxxxxxxx |

Any change to the bank account shall be formalized by an amendment to this Agreement.

6.6 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM’s designated representative or the competent bodies of the funding Donor(s) of the Project 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 Implementing Partner shall be available for interviews.

6.7 Any expenses found ineligible under the terms of this Agreement by IOM or by the funding Donor(s) of the project, shall be returned to IOM within 30 days from IOM’s written notification on the ineligibility of the expenses.

6.8 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Contribution until the Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate, or when IOM reasonably suspects that the Implementing Partner is in breach of any of the provisions in Articles 8.1, 8.2, or 8.3 of this Agreement, or pending a compliance review by IOM.

1. **Reporting**

7.1 **Financial Report**

7.1.1 A certified interim financial report shall be submitted to IOM no later than March 15, 2025. The interim financial report shall present how the Contribution from IOM has been used from the start date of the project to February 28, 2025.

7.1.2 A certified final financial report shall be submitted to IOM no later than May 20, 2025, and shall cover the whole project duration.

7.1.3 All expenses included in the interim or final financial reports by the Implementing Partner must meet the following minimum criteria:

1. They are incurred in accordance with the provisions of this agreement; and
2. They are necessary for carrying out the activities as described in the Project Document; and
3. They are foreseen in the Project Budget; and
4. They are incurred during the implementation period of this Agreement; and
5. They are genuine, reasonable, justified, comply with the principles of sound financial management; and
6. They are identifiable, verifiable and recorded in the Implementing Partner’s accounts in accordance with the accounting practices of the Partner and backed by supporting documents.

7.1.4 As part of the financial report verification and approval process, IOM retains the right to receive certified copies of all documents supporting the expenses reported by the Implementing Partner.

7.2 **Narrative Report**

7.2.1 Interim narrative report shall accompany each interim financial report. The interim narrative report shall cover the activities performed and the results obtained by the Project during the relevant reporting period. The report shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies.

7.2.2 The final narrative report shall be submitted to IOM no later than May 20, 2025, and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.

7.3 The Implementing Partner shall give IOM all information on the Project and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

1. **Warranties**

8.1 The Implementing Partner warrants that:

1. It is an organization 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 activities in accordance with this Agreement;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
3. In all circumstances it shall act in the best interests of IOM;
	* 1. No official of IOM or any third party has received from, will be offered by, or will receive from the Implementing Partner any direct or indirect benefit arising from the Agreement or award thereof;
		2. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
		3. The Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
		4. It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Implementing Partner shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
4. It has or shall take out relevant insurance coverage for the period the activities are provided under this Agreement;
5. The Contribution specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner 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 Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
6. 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 Implementing Partner becomes aware of any situation where IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
7. 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 Implementing Partner will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
8. 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 (the “UN Sanctions List”) and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner 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 Implementing Partner shall ensure that this requirement is included in all subcontracts.
	1. The Implementing Partner 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 Implementing Partner shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
		1. fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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;
		2. corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
		3. collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
		4. coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
		5. obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM’s contractual rights of audit, investigation and/or access to information, including 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 prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
		6. unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
		7. money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.
	2. The Implementing Partner further warrants that it shall:
		1. Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),[[1]](#footnote-2) and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,[[2]](#footnote-3) by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Implementing Partner to perform activities under this Agreement (“Associated Personnel”);
		2. accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
		3. Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
		4. Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
		5. Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
		6. Adhere to the provisions of this Article for the duration of this Agreement.

8.4 The Implementing Partner expressly acknowledges and agrees that breach by the Implementing Partner, or by any of the Implementing Partner’s employees, contractors, subcontractors or agents, of any provision contained in Articles 8.1, 8.2 or 8.3 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 Implementing Partner all losses suffered by IOM in connection with such breach.

8.5 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Implementing Partner, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Implementing Partner or national authorities. The Implementing Partner shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Implementing Partner’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Implementing Partner’s premises at reasonable times and on reasonable conditions in connection with such access to the Implementing Partner’s personnel and relevant documentation. The Implementing Partner shall require its agents, including, but not limited to, the Implementing Partner’s attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

1. **Assignment/Subcontracting**

9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Partner without approval in writing by IOM may be cause for termination of the Agreement.

9.2 Notwithstanding such written approval from IOM, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement, nor shall it create any contractual relation between any subcontractor and IOM. The Implementing Partner 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 Implementing Partner remains liable as primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

1. **Procurement Rules**

10.1 When awarding contracts, the Implementing Partner shall award the contract to the bidder offering best value for money (i.e., the bidder offering the best price-quality ratio). The Implementing Partner shall evaluate the offers received against objective criteria which enable measuring the quality of the offers and which take into account the price and the aim of contracting the bidder offering the best value for money based on required technical specifications.

10.2 The Implementing Partner shall be responsible for the procurement of goods, services and works for the activities and shall own any such goods.

10.3 The Implementing Partner shall ensure that its procurement procedures are no less rigorous than those outlined in this Article 10 and are in conformity with the following minimum rules:

1. The Implementing Partner shall prepare detailed specifications of the goods, services and works required for Project activities;
2. Tenders for goods, works and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate description of the proposed terms and conditions of the contract and the goods, services or works to be procured;
3. The Implementing Partner shall implement reasonable measures to ensure that potential vendors shall be excluded from participation in a procurement or award procedure, if:
	1. they are subject to the UN Sanctions List or in violation of any other applicable anti-terrorism legislation; or
	2. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

10.4 The Implementing Partner shall maintain auditable records documenting in detail the tendering, contracting, receipt and use of goods, services and works procured under this Agreement.

10.5 IOM may conduct spot-checks of any procurement case file at any time and request to see documentation verifying that the procurement procedures of the Implementing Partner correspond to the standards set out in this Article.

10.6 In the event of failure to comply with the provisions of this Article, the relevant costs may be declared ineligible.

1. **Delays, Defaults and Force Majeure**
	1. If, for any reason, the Implementing Partner 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. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
	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*, 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.
	3. 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 it reasonably considers 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.
	4. IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing Partner is unable to perform its obligations under the Agreement by reason of *force majeure.* In the event of such suspension or termination, the provisions of the Article on Termination shall apply.
2. **Independent Contractor**

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

1. **Confidentiality**

13.1 All information which comes into the Implementing Partner’s possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles (Annex C) in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

13.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Implementing Partner 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 Implementing Partner and the amount of the contract/project to the extent as required by its Donor 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.

13.3 IOM in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:

* IOM: XM-DAC-47066
* Implementing Partner: N/A
1. **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.

1. **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 following address:

**International Organization for Migration (IOM)**

Attn: xxxxxxx, Head of Office

Prvního pluku 621/8A; 186 00, Prague 8

Email: xxxxxx@iom.int

**Centrum pro cizince Jihomoravského kraje, z. ú.**

Attn: xxxxxxxxxx, director

Kounicova 13, 602 00 Brno (office)

Email: xxxxxx@cizincijmk.cz

1. **Dispute Resolution**

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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

16.6 This Article survives the expiration or termination of the present Agreement.

1. **Use of IOM Name, Abbreviation and Emblem**

The name, abbreviation and emblem of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM to the Project in any public statement or publication connected with the Project, and the content of such public statement or publication shall be approved by IOM in writing in advance.

The Implementing Partner 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 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

1. **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 IOM as an intergovernmental organization.

1. **Indemnity**

19.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.

19.2 This indemnity shall survive the expiration or termination of this Agreement.

### **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.

1. **Termination**

21.1 IOM shall be entitled to terminate or suspend this Agreement by giving 30 (thirty) days written notice to the other Party. Notwithstanding the foregoing, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

21.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

21.3 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.

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

1. **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.

### **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.

1. **Final Clauses**

24.1 This Agreement will enter into force retroactively from **November 28, 2024,** 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 Article on Termination.

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

**25.** **Special Provisions**

Due to the requirements of the Donor financing the Project (i.e. Bureau of Population, Refugees, and Migration (PRM), U.S. State Department), the Implementing Partner shall agree and accept the following provisions:

None of the funds provided under this Agreement may be made available for subawards, direct financial support, or otherwise used to provide any payment or transfer to United Nations Relief and Works Agency (UNRWA).

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

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| *For and on behalf of* The International Organization for Migration |  | *For and on behalf of* Centrum pro cizince Jihomoravského kraje, z. ú. |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: xxxxxxx |  | Name: xxxxxxx |
| Position: Head of Office |  | Position: director |
| Date: |  | Date:  |
| Place: Prague, Czechia |  | Place: Brno, Czechia |

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**Annex A**

**Project Document**

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| **Section 1. Concept note overview** |
| **Name of prospective partner** | Centrum pro cizince Jihomoravského kraje, z. ú. (Centre for Foreigners of the South Moravian Region) |
| **Type of concept note**  | Response to IOM-issued CEI |  ☒  | Unsolicited concept note |  ☐  |
| CEI ID | CEI\_2024\_002 | CEI ID | N/A |
| **Concept note title** | ***Information and co-working Space: “IN&CO Space”*** |
| **Geographical coverage** | *Czech Republic, South Moravia region* |
| **Qu** | Number and type(s) of direct beneficiaries | 140 unique clients/participants of support activities (refugees from Ukraine)* 80 unique clients (20 people in each month = 80 people of 4 months operating of the space; each unique client can use the space more than once)
* 60 participants of learning events (support/education activities)
 |
| Number and type(s) of indirect beneficiaries | Local employers, educational institutions, NGOs, families of the clients and the broader economy - an immeasurable number. |
| **Programme duration** **(in months)** | 6 months (November 2024 – April 2025) |
| **Programme budget****(please indicate currency)** | Contribution from prospective partner | 0 USD |
| Contribution requested from IOM | 58 858,05 USD |
| Total | 58 858,05 USD |

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| **Section 2. Programme description** |
| **2.1 Rationale/justification (400 words max)**  |
| *Outline the problem statement, the context and the rationale for the programme:* * *Provide an overview of the existing problem, using disaggregated data from existing reports.*
* *Describe who is affected and what the barriers/bottlenecks to outcomes for children are.*
* *Describe how the problem is linked to national priorities and policies.*
* *Describe the relevance of the programme in addressing problems identified.*

**National and regional context:**The South Moravian region, particularly its capital Brno, has become home to over 40,000 refugees from Ukraine since the war began in 2022. A significant portion of these refugees (economically active) are **highly qualified professionals** (almost 50 % according to the IOM research). Major fields of education for women include **business, administration and law** (27%), services (13%), engineering, manufacturing and construction (13%), education (12%) and health and social care (10%). Among men, the main field of education is engineering, manufacturing and construction (56%), followed by **business, administration and law** (15%) and information and communication technology (8%). The IOM research shows that 50% of male respondents who previously worked as managers or experts are working below their qualification level in the Czech Republic, while the figure is 68% for female respondents.This **underemployment is a critical issue**, as it not only prevents these individuals from fully utilizing their skills but also limits **their potential contribution to the local economy**.**For many refugees, especially parents with small children and young people, there are significant barriers to securing jobs that match their qualifications. These challenges include Language Barriers; Family Obligations; Age and Professional Transition.** On the other hand, the influx of Ukrainian refugees presents a unique opportunity to support their integration into the labor market and **economic self-sufficiency.** By providing targeted services we can empower them, for example to establish businesses, improve their livelihoods, and contribute positively to the community. ⅔ of refugees, according to the Sociological Department of the Academy of Sciences, want to stay in the Czech Republic. Creating opportunities for them can be beneficial not just for them, but for our whole society.**Existing problem:**Currently, there is **NO FREE, SPECIALIZED INFORMATION AND COWORKING SPACE** in the South Moravian Region where Ukrainian refugees (primarily young people, parents with young children, and self-employed persons) can **find resources about job/education opportunities** or get help understanding the legal and administrative steps needed to entering the labor market and at the same time they could use **the free space for their own work, starting a business, meeting and networking**.A dedicated “Information and Coworking Space for Foreigners” – **“IN&CO Space”** would address these gaps by offering a **comprehensive support system** where Ukrainian refugees (especially vulnerable groups) can access practical, up-to-date information and services, helping them integrate more effectively into the regional job/labor market. This initiative could significantly improve their chances of economic self-sufficiency and long-term stability in the South Moravian Region.**National priorities:**The Czech Republic's Migration Policy emphasizes the need for integration programs that promote **economic self-sufficiency**, which aligns with the creation of dedicated coworking and information spaces. By addressing the specific needs of highly qualified but underemployed foreigners, parents with small children or young people, this project contributes to national efforts to harness the potential of skilled migrants, reduce social exclusion, and support long-term stability. **The relevance of the project/program:**The **“IN&CO Space”** offers refugees opportunities to realize their own business, networking and working space. It lowers social barriers for young people through community and confidence-building activities and helps parents by offering childcare solutions and flexible working environments, enabling them to balance family responsibilities with professional growth. |
| **2.2 Target beneficiaries (250 words max)** |
| *Describe the target groups and beneficiaries anticipated to be reached by the proposed programme.* **With its activities, the project/program wants to focus primarily on vulnerable groups of people from the ranks of refugees from Ukraine. These are mainly parents with very young children, young people and people who are self-employed or want to start their own business.****Impact on vulnerable groups of people:**By creating a dedicated **“IN&CO Space”** vulnerable groups would experience significant positive impacts in several key areas: * **Support for Families with Small Children**: Parents, particularly mothers, face enormous challenges in balancing work and family obligations. A dedicated space would help address these challenges by offering a coworking environment, the space would give parents the flexibility to work, study, or engage in training/education programs in a child-friendly environment. This flexibility would also enable parents to pursue remote work opportunities, which can be more accommodating to family schedules.
* **Empowering Young People**: Young refugees (approx. 23 thousand people aged 16-19 in the Czech Rep.) face their own set of difficulties when integrating into a new country. These include a lack of professional experience, limited networks, low awareness of the educational system of the Czech Republic and the language barrier. The “IN&CO Space” would provide safe space for skills development programs (workshops on relevant skills as digital literacy, communication, etc.) networking opportunities, activities supporting return to education or reducing social isolation (by creating space for meeting, sharing experiences and support each other) and help individuals regain confidence in their abilities and increase their motivation to seek meaningful employment or education.
* **Support for self-employed refugees:** The “IN&CO Space” would provide the free space for working access to resources like market insights, professional consultation, and education on navigating Czech business regulations.
* We will approach the target group through **community outreach** via local organizations (NGOs, labor office, OAMP), and social media campaigns (FB, Instagram, Telegram), The **Centre for Foreigners**, with its long-standing presence and trusted reputation, will play a key role by promoting the coworking space through its existing programs, services, client base, and events. Additionally, **referral networks** with municipalities (like Brno), NGOs, and other institutions will help direct refugees to the space. Tailored multilingual marketing materials (leaflets, newsletter etc.) and events will ensure accessibility and engagement.
 |
| **2.3 Proposed programme approach/methodology (400 words max)**  |
| *Describe how the programme will address the problem statement in Section 2.1. Explain how the proposed approach/methodology will lead to the anticipated change. Describe any innovative approaches (if applicable) that will be utilized in the implementation of the proposed programme. Please note that specific activities and results are to be detailed in Section 3.* The project “IN&CO Space” aims to address the lack of free, specialized spaces in the South Moravian Region where refugees, particularly young people, parents with young children, and self-employed individuals, can access **essential resources for job and education opportunities**. The approach is centred around creating a **multifunctional space** where users can not only obtain information on navigating the job market/education system, legal requirements, and administrative procedures but also use the coworking space for their own projects, business ventures, and networking.**Approach/Methodology:**1. **Centralized access to information and resources:** By establishing a dedicated space (Programme Output 1, 2), the project offers direct access to information on employment/education opportunities, education and legal advice **through the involvement of information workers** (Programme Output 2), saving users time and ensuring that they have reliable and up-to-date data. Information will be provided through the work of information workers, the implementation of workshops, printed materials and connections to the individual support of the career advisors of the Centre.
2. **Free Coworking and Meeting Space:** Wi-Fi enabled coworking space provides a practical solution for those who need an environment, whether for remote work or starting their own business (Programme Output 1). Access to this space supports entrepreneurial activities and promotes independence.
3. **Educational and networking Opportunities:** The project will host networking events, workshops and meetings (Programme Output 3), creating a place where refugees can connect with local professionals (e.g. from the employment office, schools, etc.), employers and other refugees facing similar problems. These connections can lead to job placement, partnerships or business growth.
4. **Tailored Support for Parents and Youth**: Specific resources and support will be provided for young people and parents with children, including child-friendly spaces and flexible working areas to ensure that everyone can benefit from the services offered (Programme Output 1, 2 and 3).
5. **The establishment of the “IN&CO Space” will lead to increased economic self-sufficiency and social integration among refugees from Ukraine in the South Moravian region. By providing accessible resources for entrepreneurship, professional development, and community support, the project will empower individuals to overcome barriers, enhance their employability, and foster a cohesive, inclusive environment that strengthens both local economies and communities and overall support sustainable livelihoods.**

**Anticipated Change:**By providing this specialized space, the project will facilitate the transition of Ukrainian refugees into the local labor market, enhance their ability to access job and education opportunities, and increase their understanding of the local legal and administrative frameworks. The coworking space will empower them to work independently, fostering entrepreneurship, creativity, and collaboration.**Innovative Approaches:****The combination of information services and a free coworking space is a unique offering**. By integrating these two elements, the project ensures that users not only get access to the resources they need but also have **the physical space to apply them practically**.**The coworking space will be designed with inclusivity in mind, including areas for parents with children, making the space accessible and functional for a wide range of users.****This comprehensive and innovative approach will help Ukrainian refugees become active, self-sufficient participants in the South Moravian economy, empowering them to rebuild their lives and contribute to the region’s growth.** |
| **2.4 Gender, equity, and sustainability (250 words max)** |
| *Describe the practical measures taken in the programme to address gender, equity and sustainability considerations.*The “IN&CO Space” would provide much-needed support to vulnerable groups such as parents with young children and young refugees. It would enable these individuals to overcome barriers to employment, improve their language skills, reconcile work and family life and integrate more easily into the local community. This holistic approach would not only benefit the individual but also have a ripple effect on the wider community, promoting stronger social cohesion and contributing to the local economy.The “IN&CO Space” project integrates practical measures to ensure gender, equity, and sustainability.* **Gender:**

The program offers flexible working hours and child-friendly areas to support women, particularly mothers with young children, allowing them to work or attend workshops. The space ensures privacy and safety, especially for women who may have experienced trauma.* **Equity:**

To promote equity, space provides free services to ensure economic status doesn't limit access. Language support (information workers with Ukraine language skills) addresses language barriers. The program actively engages vulnerable groups, ensuring equal access to job placements, education, and entrepreneurship opportunities. * **Sustainability:**

The Centre, with over 15 years of experience in providing services to migrants, brings deep expertise in helping foreigners navigate life in the region. The Centre offers holistic support, from legal and administrative guidance to employment assistance. Their long-standing experience ensures the project will effectively address the challenges refugees face, leveraging the Centre's established networks and proven methodologies in fostering integration and independence.To ensure the sustainability of the project, the rental of the space, personal and other costs will be supported by a combination of funding sources, primarily from **EU sources or support from the South Moravian Region**. In the long term, generating income through optional **paid workshops** or partnerships with employers can further contribute to covering operating costs while maintaining basic services for refugees free of charge.**This comprehensive approach ensures an inclusive and supportive space for all refugees, backed by a trusted and experienced provider.** |
| **2.5 Prospective partner’s contribution and comparative advantage (250 words max)** |
| *Briefly outline the partner-specific contributions to the programme. Mention both financial and non-financial contributions. Describe any specific advantages and experiences that are unique to the organization that will enhance the quality implementation of the proposed programme.*The Centre for Foreigners SMR established by the South Moravian Region, the main partner of the program/project, participates financially and non-financially in the success of the project.**Financial contributions:**The Centre allocates resources to cover part of the operating costs (e.g. office supplies, etc.), including salaries of employees providing evaluation, graphics, coordination of educational activities or PR or follow-up services - career counselling, Czech language courses, etc., as well as logistical costs related to workshops and networking events. In addition, it supports the administrative costs associated with the daily operation of the coworking space.**Non-Financial Contributions:**The Centre brings over **15 years of expertise** in working with migrants, offering **in-depth knowledge of legal, administrative, and employment frameworks** critical for refugee integration. It provides **mentorship, training**, and **networking opportunities** to ensure effective support for refugees. Over 4,000 foreigners from different parts of the world use the Center's services every year. Through its established **local networks**, the Centre can connect refugees with local employers, educational institutions, and community services. The **multilingual staff** facilitate smooth communication and ensure that language barriers do not hinder access to services.**Unique Advantages:**The Centre's long history in serving migrants and refugees gives it an edge in understanding the specific challenges this population faces. Its established **reputation and trust** within the community attract broader participation from both refugees and local stakeholders, enhancing collaboration. The Centre’s tailored, hands-on approach to **cultural sensitivity**, combined with its deep-rooted experience, ensures that the program delivers high-quality, relevant support that promotes effective integration into the labor market and local society.This combination of financial support, expertise, and established relationships significantly enhances the program’s quality and impact. |
| **2.6 Risk management (250 words max)** |
| *Describe potential areas of risk that may negatively impact the organization’s capacity to fully implement the proposed programme. Describe any mitigating actions that will be incorporated into the programme to manage the identified risks.*Several potential risks could impact the Centre for Foreigners' capacity to fully implement the “IN&CO Space” project, along with corresponding mitigation strategies.**Funding Shortfalls:**Insufficient or delayed funding could hinder project activities, including staffing, workshop delivery, and space maintenance.Mitigation: The Centre will diversify funding sources by applying for other grants and developing contingency plans, including scaling services or reallocating internal resources. Regular financial reviews will ensure prompt adjustments if funding gaps arise.**Low Demand for Services:**A lower-than-expected turnout could reduce the program's effectiveness and impact.Mitigation: The Centre will engage in targeted outreach through local networks (with municipalities and institutions), social media, and partnerships with NGOs to raise awareness. Referral systems with other service providers will help direct refugees to the coworking space. Regular feedback collection will allow for adjustments to services to meet refugee needs more effectively, ensuring increased engagement.**Provision of Qualified Personnel:**Difficulty in recruiting or retaining qualified staff, including information workers and experts could compromise service quality.Mitigation: The Centre already has **experienced staff** in place who will manage the coworking space's day-to-day operations. In addition, the Centre has established contacts with **external experts and specialists** who will contribute to the program through workshops and educational activities. This network of collaborators ensures a steady supply of **qualified trainers, legal advisors, and employment specialists**, reducing the risk of service disruption and ensuring high-quality project delivery. By leveraging its existing staff and extensive expert network, the Centre ensures the project is well-resourced and able to meet the needs of the refugee community. |
| **2.7 Key personnel** |
| *Provide a list of key personnel who will be critical in the management as well as the operational and financial oversight of the proposed programme.* |
| Name and position | Relevant qualifications/experiences |
| *Name:* **xxxxxxxxx** | For 15 years, she has been dedicated to projects and activities supporting the integration of foreigners in the region. During this time, she prepared and implemented dozens of projects financed by the EU or government resources for millions of crowns. She has extensive experience in content and financial project management. |
| *Position:* director |
| *Name:* **xxxxxxxxxxxx** | She has been working at the Centre for almost two years and is involved in the preparation and implementation of projects for Ukrainian refugees. She currently manages project funded by UNICEF, aimed at supporting vulnerable groups of Ukrainian refugees to integrate into Czech society. Experience gained from Unicef project can be of a big use in this new opportunity. |
| *Position:* project and financial manager |
| *Name:* **xxxxxxxxxxx** | She joined the Centre in June 2023 and works as an information worker and interpreter. She herself is a refugee and a woman caring for a child. She therefore knows the concrete barriers that refugees encounter in a new country. She provides information activities, interpretation and escorts every day. At the same time, she is an interpreter during career counselling, she orients herself in current labor market opportunities and can give valuable advice. |
| *Position:* information worker |
| *Name:* **xxxxxxxxxxxxx** | She joined the Centre in June 2023 and works as an information worker and interpreter. She herself is a refugee and a woman caring for a child. She therefore knows the concrete barriers that refugees encounter in a new country. She provides information activities, interpretation and escorts every day. At the same time, she is an interpreter during career counselling, she orients herself in current labor market opportunities and can give valuable advice. |
| *Position:* information worker |
| *Name:* various people | The Centre has several contacts for specialists, lecturers and interpreters who will be approached to implement planned activities - workshops, meetings or other educational activities. |
| *Position:* specialists, lecturers, interpreters |
| **2.8 Other partners involved (100 words max)**  |
| *Describe other partners who will have a role in programme implementation, including other organizations providing technical and financial support for the programme.*The project will be implemented by one entity - the Center for Foreigners of the South Moravian Region.The Center's partners - non-profit organizations, the city of Brno and other cities in the region, government institutions (labor office, Ministry of the Interior, labor inspectorate, schools) and employers - will be indirectly involved in the project. |
| **2.9 Other (250 words max)** |
| *Describe any other relevant information that is applicable to the proposed programme. If this concept note is being submitted in response to a IOM-issued CEI, please refer to the guidance provided in the ‘Other information’ field of the CEI.*  |

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| **Section 3. Expected results, performance indicators, activities, implementation period and budget** |
| *Complete the table below to provide an indicative outline of the results framework of the proposed programme, including programme outputs, performance indicators, activities, implementation period and budget. Note that* ***each*** *programme output should refer to a service or product resulting from the programme and should have accompanying performance indicators. Note that* ***each*** *of the performance indicators should include a baseline, target and means of verification.*  |

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| Result statement: *Refugees from Ukraine in South Moravia region have improved access to sustainable livelihood options.*  |
| **Programme Outputs** | **Performance Indicators (including baselines, targets, and means of verification)** | **Activities** | **Implementation Period** | **Activity-Level Budgets** |
| **Contribution from prospective partner** | **Contribution requested from IOM** | **Total** |
| Programme Output 1***Working space***Free, equipped workspace that fosters productivity, networking, and support, including a child-friendly environment for parents is available for refugees from Ukraine in South-Moravia region | Indicator: # of free working space for refugees from Ukraine available in South Moravia regionBL: 10 free working spaces available for clients in the South Moravian RegionTarget: 1Means of verification: * 1 well-equipped and functioning space with furniture and toilets
* lease agreement
* furniture, lights
* technical equipment
* equipment for children
* Rental Contract
* Procurement documentation

Indicator: # of clients of the working space (disaggregated per following groups: clients with children aged 0-10, youth clients aged 16-19, self-employers, other clients)BL: 0Target: at least 80 unique clients per 4 months of operationMeans of verification: Working space evidence of clients | Activity 1.1: **Space Selection:** Identification and rental of a centrally located space - room (incl. facilities - toilets), which is easily accessible and visible from the street and has sufficient space for Activities as defined by the project | November 2024 | 0 | 0 | 0 |
| Activity 1.2: **Furniture Procurement:** Purchasing desks, chairs, and collaborative furniture for the stuff and visitors to create comfortable and functional workspaces. | November 2024 – January 2025 | 0 | 14 004,20 USD | 14 004,20 USD |
| Activity 1.3: **Child Friendly Area Setup**: Designing and furnishing a safe play area with toys and activities for children, ensuring a welcoming environment for parents | November 2024 – January 2025 | 0 | 838,57 USD | 838,57 USD |
| Activity 1.4: **Technology Installation:** Setting up high-speed internet, computers for staff and for rent and audiovisual equipment to support workshops, meetings, etc.  | November 2024 – January 2025 | 0 | 0 | 0 |
| Programme Output 2***Information Point***The access of refugees from Ukraine in South Moravia region to the labor market is improved through counselling and relevant and on-site information provision. | Indicator: # of information workers available in the working spaceBL:0Target: 2:Means of verification: * Contracts with hired staff
* Materials for visitors (leaflets, current news, job offers, overviews of schools, etc.)
* Feedback questionnaires
 | Activity 2.1: **Staff Recruitment:** Hiring of two qualified information workers who speak Ukrainian and possibly English and have employment services experience to ensure effective communication and assistance with navigating the labor market  | January 2025 – April 2025 | 0 | 0 | 0 |
| Activity 2.2: **Daily Information Desk:** Setting up a dedicated area where staff provide on-site assistance and answer refugees' questions about job opportunities and services Mon-Thu 8am-6pm, Fri 8 am-3 pm | January 2025 – April 2025 | 0 | 3 773,58 USD | 3 773,58 USD |
| Activity 2.3: **Information Materials Database:** Researching and gathering relevant labor market information, educational resources and legal guidance to compile accurate and useful materials. | January 2025 – April 2025 | 0 | 0 | 0 |
| Activity 2.4: **Evaluation and Feedback:** Implementation of a system for collecting feedback from participants in order to constantly improve the information services offered and adapt them to the needs of users. | January 2025 – April 2025 | 0 | 0 | 0 |
| Programme Output 3***Learning and Networking Events***The access of refugees from Ukraine in South Moravia region to the labor market is improved through educational and networking activities | Indicator # of learning/networking events to support refugees from Ukraine in South Moravia region to access labor marketBL: 0Means of verificationSocial MediaAttendance SheetsPhoto documentationFeedback questionnairesTarget: 4 (2 workshops of 3 hours, 1 networking meeting of 3 hours, 1 meeting of 2 hours). Indicator # of participants (refugees from Ukraine) of the learning/networking events BL: 0Target: workshops: min 10, meeting: min 15, networking event: min 20 Means of verification: Attendance sheets | Activity 3.1: **Events Scheduling:** Planning a calendar of event/educational activities (2 workshops, 1 meeting, 1 networking), including dates and topics, based on essential topics such as support for labor market access and the prevention of labor exploitation and other topics suitable for refugees (ensuring a variety of relevant subjects are covered). | January 2025 – April 2025 | 0 | 0 | 0 |
| Activity 3.2: **Marketing and Promotion:** Creating promotional materials (leaflets) and using social media, Centre´s newsletter, and local organizations to advertise upcoming events and encourage participation. | January 2025 – April 2025 |  | 0 | 0 |
| Activity 3.3: **Choosing Experts, interpreters**: Identifying and recruiting qualified experts/trainers and specialists in relevant fields, such as career counselling, entrepreneurship, and legal advice, ensuring they align with the needs of the target audience. Also recruiting interpreters to ensure understanding of the participants. Organizational support of activities by information workers (coordination of lecturers, interpreters and participants) | January 2025 – April 2025 |  | 2 725,37 USD | 2 725,37 USD |
| Activity 3.4: **Resource Preparation:** Developing and organizing educational materials, handouts, and digital resources to be used during events (workshops, meetings…), ensuring they are accessible and user-friendly. | January 2025 – April 2025 | 0 | 469,60 USD | 469,60 USD |
| Activity 3.5: **Evaluation and Feedback:** After each activity, collecting participant feedback to assess effectiveness and areas for improvement, allowing for continuous enhancement of educational offerings. | January 2025 – April 2025 | 0 | 0 | 0 |
| Programme Output 4*Effective and efficient programme management* | N/A | Activity X.1. In-country management and support staff costs, pro-rated to their contribution to the programme (representation, planning, coordination, logistics, admin, finance) |  | 0 | 24 908,36 USD | 24 908,36 USD |
|  | Activity X.2. Operational costs, pro-rated to their contribution to the programme (office space, equipment, office supplies, maintenance) |  | 0 | 12 138,36 USD | 12 138,36 USD |
| ***Total budget*** |  |  | **58 858,05 USD** | **58 858,05 USD** |

Organization Name: Centrum pro cizince Jihomoravského kraje, z. ú.

Address: Žerotínovo nám. 3, 602 00 Brno; office: Kounicova 13, 602 00 Brno

Email and contact details: xxxxxx@cizincijmk.cz, telephone: xxxxxxxxxx

Signature:

Name and Title, Head of Organization: xxxxxxxxxxxx, director

Date: 21.10.2024

**Annex B**

**Project Budget**



**Annex C**

**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 collectedand 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.

**GLOSSARY**

**Anonymous data** means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

**Consent** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Child** means any person under the age of 18 years.

**Data controller** means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

**Data processing** means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

**Data protection** meansthe systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

**Data protection focal point** means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

**Data subject** means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

**Electronic record** means any electronic data filing system that records personal data.

***Inter alia*** (Latin) means “amongst other things.”

**IOM** means the International Organization for Migration.

**IOM beneficiary** means any person that receives assistance or benefits from an IOM project.

**IOM headquarters** means IOM offices in Geneva, Switzerland.

**IOM staff** means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

**IOM unit/department** means the structure at IOM headquarters responsible for IOM activity areas.

**Knowledge** means the ability to fully understand and appreciate the specified purpose for which personal data is collected and processed.

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

**Personal data** means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

**Third party** means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

**Vulnerable groups** mean any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

**Vulnerable individual** means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.

1. Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf (un.org)](https://documents-dds-ny.un.org/doc/UNDOC/GEN/N03/550/40/PDF/N0355040.pdf?OpenElement) [↑](#footnote-ref-2)
2. UN System Model Policy on Sexual Harassment, [CEB Model Policy (unsceb.org)](https://unsceb.org/sites/default/files/imported_files/UN%20System%20Model%20Policy%20on%20Sexual%20Harassment_FINAL_0.pdf) [↑](#footnote-ref-3)