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| IOM office-specific Ref. No. | 2025\_023 |
| IOM Project Code | PX0614 |
| LEG code | HUN/IMPL/LC0041/2025 |

# PROJECT IMPLEMENTATION AGREEMENT

**between the**

**International Organization for Migration and**

**National Institute of Mental Health (NUDZ) on**

**REACHMIND – Refugee, Education, And Children Mental health in Development**

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 **ANONYMIZOVÁNO**, Head of Office , hereinafter referred to as “**IOM**”, and **National Institute of Mental Health** , Topolova 748, 250 67, Klecany, Czechia, represented by **ANONYMIZOVÁNO**, 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**.”

# Introduction

This Agreement concerns project activities to be implemented by the Implementing Partner under the project entitled ***REACHMIND*** (hereinafter **“the Project”**) financed under the European Union (the “**Donor**”) Multi-Beneficiary Grant Agreement no. 101190350 signed between the EU and IOM on 19 December 2024 (hereinafter **“the Grant Agreement”**).

In an interconnected world, the well-being of vulnerable populations, particularly refugee, migrant and minority children, stands as an imperative pillar for fostering cohesive and resilient societies. The REACHMIND project funded by the European Education and Culture Executive Agency from the CERV- 2024-CHILD fund aims to champion their right to social inclusion and education as a key protective factor for their mental health. Relying on a gender-sensitive and intersectional lens, it adopts a proactive and strength-based approach promoting mental health beyond the absence of illness and cultivating a supportive ecosystem for children. Tailored materials, comprehensive trainings and interactive sessions will equip parents, teachers and children with the tools to protect and support children experiencing mental health issues but also nurture preventive habits, increase children’s soft skills and ability to navigate mental health challenges and build their resilience against disruptions. The initiative will also foster inclusive educational environments by enhancing intercultural awareness among teachers and children, promoting social cohesion by challenging xenophobic narratives and empowering teachers and children to combat, manage, prevent social conflicts, discrimination and bullying. The project will thus focus on children, parents and teachers to ensure a multiplier effect, with an emphasis on Czechia, Hungary, Poland, Slovakia. Transnational dissemination will promote policy-level dialogues for sustainable integration and holistic mental health policies. The campaign will improve protection and ability of children to speak up about those issues, be heard, and prevent and respond to them. Ultimately, the project will contribute to improving knowledge and awareness of migration, and reducing the stigma associated with mental health. By nurturing empathy, multiculturalism and resilience, the project endeavors to pave the way for more harmonious and healthy societies and promote a future where every child can thrive and contribute to the fabric of their communities.

# Integral Documents

The following documents form an integral part of this Agreement:

1. **Annex A** – Project Document;
2. **Annex B** – Project Budget;
3. **Annex C** – IOM’s Data Protection Principles; And
4. **Annex D** – Grant Agreement for Project: 101190350 — REACHMIND

# Scope of the Agreement

The Agreement defines the roles and responsibilities of each party in the activities under this Agreement (hereinafter the “**Activities**”), which form part of the implementation of the Project in accordance with the Grant Agreement. The Implementing Partner shall commence the Activities on 1 January 2025 and fully and satisfactorily complete them by 11 December 2026.

# Definitions

* *Personal Data* means any information relating to an identified or identifiable individual (“Data Subject”). This includes, but is not limited to, identifying information in digitized and printed material, audio or video recording, as well as backups and archives.
* *Personal Data Breach* means any security incident leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal data transferred, stored or otherwise processed.
* *Processing* means any operation, or set of operations, whether or not by automated means, which is performed on Personal Data, including but not limited to the collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure, transfer (whether in computerized, oral or written form), dissemination or otherwise making available, correction, restriction, erasure or destruction.

# Responsibilities of IOM

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

* 1. Coordinate and monitor the project implementation;
  2. Develop and/or provide a thematic review of the project deliverables;
  3. Act as the intermediary for all communications between the consortium and the granting authority

# Responsibilities of the Implementing Partner

The Implementing Partner undertakes to implement the Activities assigned to it (including, but not limited to, any affiliated entities or other participants linked to them) under the Project in accordance with the Description of the Action included in the Grant Agreement (Annex D), and the Project Budget (Annex B), which are an integral part of this Agreement. The Activities shall include, but not be limited to:

* 1. Provide expert support and/or conduct events for direct engagement with the target groups as follows:
     + Focus group discussions with 24 teachers, 24 children and 24 parents;
     + Pilot training for 60 teachers by 30 September 2026;
     + Workshops for 30 children by 31 July 2026;
     + Parents’ cafés for 40 parents by 31 July 2026;
     + Train-the-trainer sessions for 24 stakeholders by 31 October 2026.
  2. Provide expert support to the needs assessment reports as well as to the data analysis and gender analysis when applicable and/or other relevant background material by 15 June 2025;
  3. Develop a toolkit for children and toolkit for parents in correspondence with the project document by 15 February 2026;
  4. Conduct professional review of the key deliverables, in particular the toolkits for teachers, children and parents;
  5. Provide expert support in development and processing of satisfaction surveys by 11 December 2026;
  6. Engage in active cooperation with the consortium partners throughout the project;
  7. Contribute to the project reports, when requested by IOM.
  8. In addition, the Implementing Partner undertakes to:

1. keep information stored in the EC Participant Portal Beneficiary Register (via the electronic exchange system) up to date in accordance with Article 19 of the Grant Agreement;
2. inform IOM immediately of any events or circumstances likely to affect significantly or delay the implementation of the Activities in accordance with Article 19 of the Grant Agreement;
3. submit to IOM in good time and in accordance with the Grant Agreement the following:
   1. individual financial statements;
   2. the contribution to the deliverables and technical reports per Article 21 of the Grant Agreement;
   3. any other documents or information required by the EU under the Grant Agreement, unless the Grant Agreement requires the beneficiary (Implementing Partner) to submit this information directly to the EU.
4. be jointly responsible for the technical implementation of the Activities in line with Article 7 of the Grant Agreement.
5. ensure, if applicable, that their contractual obligations under Articles 11, 12, 13, 14, 17.2, 18, 19 and 20 of the Grant Agreement also apply to any affiliated entities, associated partners, subcontractors, or third parties receiving financial support.
6. ensure that the bodies mentioned in Article 25 of the Grant Agreement can exercise their rights, if applicable, towards any affiliated entities, associated partners, subcontractors, or third parties receiving financial support.

# Finance

* 1. IOM agrees to provide financial support to the Implementing Partner in implementing REACHMIND - Refugee, Education, And Children Mental health in Development (the “**Project**”) from 1 January 2025 to 31 December 2026 in the maximum amount of **EUR 52,872.08** (Fifty Two Thousand Eight Hundred Seventy-Two euros and Eight cents) (the “**Contribution**”) in accordance with the Project Budget (Annex B). The Contribution takes form of a lump sum grant for the completion of the work packages.
  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 EUR 18,505 (Eighteen Thousand Five Hundred and Five euros) 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 second instalment in the amount of EUR 10,575 (Ten Thousand Five Hundred and Seventy-Five euros) shall be due within fifteen (15) calendar days of IOM’s receipt and approval of the interim report as described in Article 7, subject to IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following Project activities:
        1. Expert support and proofreading of analysis following the focus group discussions with teachers, children and parents by 15 June 2025;
        2. Expert support and proofreading of gender analysis following the focus group discussions with teachers and children by 15 June 2025;
        3. Background material, expert support and proofreading of the needs assessment reports on the 3 target groups by 15 June 2025.
     3. The third instalment in the amount of EUR 13,218 (Thirteen Thousand Two Hundred and Eighteen euros) shall be due within fifteen (15) calendar days of IOM’s receipt and approval of the interim report as described in Article 7, subject to IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following Project activity:
        1. Development and submission of toolkits for children (2nd part) and parents in correspondence with the project document by 15 February 2026;
        2. Expert support and proofreading of toolkits for children (1st part) and teachers as well as pilot training for teachers;
        3. Provision of a periodic narrative report covering the period of 1 January 2025 –

31 December 2025 by 10 January 2026.

* + 1. The final instalment in the maximum amount of EUR 10,574,08 (Ten Thousand Five Hundred and Sevety-Four euros and Eight cents), shall be due within one hundred and fifty (150) 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.
  1. All payables under this Agreement are due in CZK. IOM will convert the EUR payable to CZK using the monthly exchange rate established by the United Nations Treasury and published on its webpage **ANONYMIZOVÁNO** applicable on the date when IOM initiates the payment.
  2. Payment shall be made by bank transfer in Czech koruna (CZK) to the following bank account:

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| --- | --- |
| Bank Name: | Česká národní banka |
| Bank Branch: | Na Příkopě 864/28, 115 03, Praha 1, Czechia |

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| --- | --- |
| Bank Account Name: | NIMH |
| Bank Account Number: | **ANONYMIZOVÁNO** |
| Swift Code: | **ANONYMIZOVÁNO** |
| IBAN Number: | **ANONYMIZOVÁNO** |

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

* 1. The Implementing Partner shall maintain records, supporting documents, statistical records and all other records relevant to the Project to prove the proper implementation of the action (proper implementation of the work and/or achievement of the results as described in Annex A). To that end, the Implementing Partner shall also, upon request, grant access to sites and premises at which the Activities under this Agreement are carried out. Such information once provided to the competent bodies of the European Union, or any other authorised representatives, will be treated in line with the provisions of Articles 25, 13 and Data Sheet point 6 of the Grant Agreement. Upon request, employees of the Implementing Partner shall be available for interview.
  2. 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.
  3. Without prejudice to Article 6.6 and any other applicable remedies under this Agreement, in the event that the donor reduces the contribution amount awarded to IOM — in full or in part — due to, inter alia, actions, omissions or non-compliance and if such reduction is attributable in whole or in part to the actions, omissions or performance of the Implementing Partner, IOM shall have the right to proportionally reduce the corresponding funding under this Agreement.

Should such a reduction occur, IOM will formally notify the Implementing Partner in writing, specifying the amount reduced. Any amount corresponding to the Implementing Partner’s share of the reduction shall be either deducted from pending payments or, if already disbursed, returned to IOM within thirty (30) days of IOM’s written notification.

* 1. 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,

8.3 or 8.4 of this Agreement, or pending a compliance review by IOM.

# Reporting

* 1. **Financial Report**
     1. Certified interim financial reports shall be submitted to IOM in accordance with below schedule. The interim financial reports shall present how the Contribution from IOM has been used from the start date of the Project up to the reporting date, specifying the percentage of work packages completed and reflecting the application of the approved lump-sum amount.

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| **Interim Report** | **Reporting Due Date** | **Reporting Period** |
| 1st Interim Report | 31 August 2025 | 1 January 2025 – 31 July 2025 |
| 2nd Interim Report | 31 May 2026 | 1 August 2025 – 30 April 2026 |

* + 1. A certified final financial report shall be submitted to IOM no later than 12 December 2026 and shall cover the whole Project duration. This report shall contain the lump sum contributions indicated in Annex B, for the work packages that were completed during the reporting period.
    2. Lump sum contributions included in the interim or final financial reports by the Implementing Partner must meet the following minimum criteria:
       1. They are set out in Annex B – Project Budget; and
       2. The work packages are completed and the work is properly implemented by the Implementing Partner and/or the results are achieved, in accordance with Annex A and in the period set out in Article 4.

The lump sum contributions will be calculated on the basis of the amounts set out in Annex B.

* + 1. As part of the financial report verification and approval process, IOM retains the right to receive certified copies of all documents supporting the proper implementation of the Activities, reported by the Implementing Partner.

# Narrative Report

* + 1. Interim narrative report(s) shall accompany each interim financial report. The interim narrative report(s) shall cover the activities performed and the results obtained by the Project during the relevant reporting period. The report(s) shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies.
    2. The final narrative report shall be submitted to IOM no later than 12 December 2026 and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.
  1. 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.
  2. The Implementing Partner must continuously report on the progress of the action (e.g. **deliverables, milestones, outputs/outcomes, critical risks, indicators,** etc; if any), in the EU Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out.

# Warranties

* 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;
     4. 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;
     5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
     6. The Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
     7. 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;
     8. It has or shall take out relevant insurance coverage for the period the activities are provided under this Agreement;
     9. 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;
     10. 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;
     11. It is not included in the most recent United Nations Security Council Consolidated 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;
     12. 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 United Nations Security Council Consolidated 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 allegations and suspicions 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.
  2. 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 allegation or 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.
  3. 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](#_bookmark0) and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment[,2](#_bookmark1) by its employees or sub-contractors, consultants, interns or volunteers associated with or working

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)

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)

on behalf of the Implementing Partner to perform activities under this Agreement (“Associated Personnel”);

* + 1. accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
    2. 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;
    3. 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;
    4. Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
    5. Adhere to the provisions of this Article for the duration of this Agreement.
  1. The Implementing Partner shall only process the Personal Data in accordance with the documented instructions of IOM for the purposes of implementing the activities in this Agreement. The Implementing Partner shall make no other use of the Personal Data under the Agreement without IOM’s prior written approval. The Implementing Partner shall assist IOM, when applicable, in providing the information to Data Subjects about the processing of Personal Data (through a Data Protection Notice). The Data Protection Notice shall reflect the required information established as agreed by IOM. In the event of any actual or suspected Personal Data Breach, the Implementing Partner shall notify IOM immediately upon the Implementing Partner’s discovery of such Personal Data Breach. The Implementing Partner shall, unless expressly stated otherwise in the Agreement, upon termination or expiry of the Agreement, immediately cease to use the Personal Data; and shall, where applicable, return the Personal Data to IOM and/or delete all copies and extracts of the Personal Data.
  2. The Implementing Partner expressly acknowledges and agrees that breach by the Implementing Partner, its employees or its Associated Personnel, of any provision contained in Articles 8.1, 8.2, 8.3 or 8.4 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.
  3. 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.

# Assignment/Subcontracting

* 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 Implementing Partner without approval in writing by IOM may be cause for termination of the Agreement.
  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.

# Procurement Rules

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

# 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 Grant Agreement (Annex D), 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 21 on Termination shall apply.

# 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.

# Confidentiality

* 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.

* 1. Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Implementing Partner, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project, to the extent required by IOM’s donors or auditors or in relation to IOM’s reporting mechanisms and commitment to any initiative for transparency and accountability of funding received by IOM, provided that any such disclosure will be in accordance with the policies, instructions and regulations of IOM.
  2. 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

# 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 Activities shall be vested in IOM and the other beneficiaries under the Grant Agreement, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof. Where industrial and intellectual property rights (including rights of third parties) exist prior to the conclusion of this Agreement, the Implementing Partner must establish a list of such pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use and must submit it to IOM in line with Article

16.1 and Annex 5 of the Grant Agreement (Annex D of this Agreement). The Implementing Partner must give IOM access to any pre-existing industrial and intellectual property rights needed for the implementation of the Project and compliance with the obligations under the Grant Agreement.

# 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:

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| **International Organization for Migration (IOM)** | |
| Attn: | **ANONYMIZOVÁNO** |
| Address: | **ANONYMIZOVÁNO** |
| Email: | **ANONYMIZOVÁNO** |

|  |  |
| --- | --- |
| **National Institute of Mental Health (NUDZ)** | |
| Attn: | **ANONYMIZOVÁNO** |
| Address: | Topolova 748, 250 67, Klecany, Czechia |
| Email: | **ANONYMIZOVÁNO** |

# Dispute Resolution

* 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.
  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.
  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.
  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.
  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.
  6. This Article survives the expiration or termination of the present Agreement.

# Use of IOM and EU Name and Emblem

* 1. The official logo and name 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 the EU to the Project in any advertising or publicity connected with the Project in accordance with Article 17 and Annex 5 of the Grant Agreement.
  2. To the extent possible and without prejudice to the privileges and immunities of IOM, visibility of donors at relevant project sites and within promotional publications and other communication activities will be ensured, provided that the activities do not endanger the lives and integrity of IOM staff or beneficiaries.

# 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.

# Indemnity

* 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.
  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.

# Termination

* 1. IOM shall be entitled to terminate or suspend this Agreement by giving 3 (three) months’ 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.
  2. In the event that the Grant Agreement is terminated prior to completion of obligations under this Agreement, IOM shall promptly notify the Implementing Partner, and this Agreement shall be terminated automatically on the same date the Grant Agreement is terminated. In such event, any payments to the Implementing Partner shall be subject to the conditions under Article 32 of the Grant Agreement.
  3. In the event of termination, IOM will determine the provisional amount due on the basis of work packages already completed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.
  4. Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.
  5. 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.

# 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.

# Special Provisions

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept to implement the Activities under this Project in accordance with the Grant Agreement including all the obligations and conditions it sets out.

# Final Clauses

* 1. This Agreement will enter into force retroactively from 1 January 2025 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.
  2. Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

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

|  |  |  |
| --- | --- | --- |
| *For and on behalf of*  The International Organization for Migration |  | *For and on behalf of*  National Institute of Mental Health |
| Signature  **ANONYMIZOVÁNO** |  | Signature  **ANONYMIZOVÁNO**. |
| Name: **ANONYMIZOVÁNO** |  | Name: **ANONYMIZOVÁNO** |
| Position: Head of Office |  | Position: Director |
| Date: |  | Date: |
| Place: Prague, Czechia |  | Place: Prague, Czechia |

**Annex A Project Document**

**ANONYMIZOVÁNO**

**Annex B Project Budget**

**ANONYMIZOVÁNO**

**Annex C**

**IOM Data Protection Principles**

**ANONYMIZOVÁNO**

**Annex D**

**Grant Agreement for Project: 101190350 – REACHMIND**