



IOM International Organization for Migration

**Agreement between
the International Organization for Migration
and
the Swedish Migration Board
for the payment of reestablishment support to voluntary returnees
from Sweden to Afghanistan, Iraq and other countries**

1. Introduction

Based on this Agreement and its accompanying annexes, the International Organization for Migration (IOM) will, through its offices in Afghanistan, Iraq and other IOM offices as requested, and Finland, provide reintegration grant (hereinafter "reestablishment support") to eligible voluntary returnees (hereinafter "beneficiaries") from Sweden to Afghanistan, Iraq, and other countries (hereinafter referred to as "countries of return"). The services are provided by IOM for beneficiaries for whom the Swedish Migration Board has forwarded to IOM a positive grant payment decision from 1 November 2009 to 31 May 2010.

The services and costs under this Agreement have been set down on the assumption of a minimum of 100 but no more than 200 payment decisions being forwarded to IOM per month for a single country of payment for the duration of the Agreement.

The Parties agree that the *Agreement between IOM and the SMB for the payment of reintegration grants to Voluntary returnees from Sweden to Afghanistan, Iraq and other countries* signed on 3 July 2009 shall cover the grant payment decision submitted to IOM on or before 31 October 2009.

2. Parties

**International Organization for Migration
(IOM)**

17, route des Morillons, PO Box 71, CH1211
Geneva 19, Switzerland

*IOM Regional Office for the Nordic and Baltic
States, and the European Neighbourhood
countries (East)*
Unioninkatu 13, 6th floor
P.O. Box 851
00101 Helsinki
Finland

**The Swedish Migration Board
(SMB)**

Division for Asylum Reception
Box 507
169 29 Solna
Sweden

3. Scope of the Agreement

This Agreement defines the roles of each Party in the provision of reestablishment support to the beneficiaries referred to IOM by the SMB, as outlined in the implementation procedures attached as Annex I, which is an integral part of this Agreement.

Provision by IOM of the reintegration grant payment service is contingent on beneficiaries' eligibility under the SMB's grant eligibility rationale, IOM policy on voluntary return, and on the beneficiaries' formal admittance and entrance into the countries of return.

4. Responsibilities of the Parties

The Parties shall cooperate fully with each other in order to implement the activities outlined in Annex I of this Agreement. The Parties shall consult with each other with respect to any matters that might affect the successful delivery of the services.

4.1 IOM undertakes the following activities in accordance with Annex I of this Agreement:

IOM Helsinki

- To forward to IOM offices in Afghanistan, Iraq, or any other country, information on beneficiaries, copies of travel documents and payment decisions within 3 working days after the information is forwarded from the SMB;
- To keep records of the beneficiaries, effected payments, and any copies of beneficiaries' documents forwarded by the Swedish Migration Board;
- To act as regional focal point and coordinator for services delivered by IOM under this Agreement;
- To respond to enquiries regarding payment modalities from beneficiaries in Sweden or to refer callers to designated focal points at the SMB;
- To forward quarterly invoices for effected payments and IOM Service fee and other charges to the SMB until 31 October 2010 (see Annex 1);
- To request and coordinate with IOM missions grant payment services upon request by SMB in countries other than in Iraq and Afghanistan. Provision of IOM grant payment services in additional countries are subject to IOM presence and security considerations. Payment modalities and fees for such cases shall be agreed in writing;
- To request from IOM missions cost estimates of any additional services related to grant payments on request by the SMB.

IOM missions in the countries of return

- To effect payments of reestablishment support to the beneficiaries in US dollars in accordance with information forwarded by the Swedish Migration Board through IOM Helsinki;
- To effect payments only to beneficiaries who present original travel documents to IOM and upon confirmation that the original travel document matches to the copy

of travel document and other information forwarded by the SMB prior to the return;

- To collect, keep records and forward to IOM Helsinki reports of effected payments.

4.2 IOM's performance of the activities stated in 4.1. is subject to security considerations in Afghanistan and Iraq, or in other countries of return. IOM reserves the right to modify, suspend, or discontinue any such activities at any time in the interests of the security of the beneficiaries and/or IOM staff.

4.3 IOM shall not be liable in the event that reestablishment support is provided based on the provision of forged travel documents, nor incomplete, faulty or erroneous beneficiary information forwarded by the SMB. IOM shall only be liable if IOM has shown evidence of gross negligence in checking the travel documents and a copy of payment decision presented by the beneficiary against the information forwarded by the SMB. IOM reserves the right to suspend or discontinue individual payments if documentation presented by the beneficiary or the SMB is considered insufficient to implement payment. In such event, IOM shall inform SMB without delay.

4.4 IOM shall not be liable for reestablishment support provided to beneficiaries whose payment decision is revoked by the SMB after SMB submits a grant payment decision to IOM, unless SMB informed IOM of the decision being revoked before IOM's provision of the reestablishment support.

4.5 The SMB undertakes the following activities in accordance with Annex I of this Agreement:

- To forward to IOM Helsinki personal details of beneficiaries, grant amount, clear copies of travel documents and payment decisions
- To offer pre-departure information to beneficiaries in Sweden, this including eligibility conditions, payment modalities, IOM contact information in the country of return, and mention of IOM's limited role in the delivery of payment services, this including IOM not having responsibility for payment delays or cancellations related to eligibility procedures in Sweden.
- To inform IOM Helsinki without delay if there is a need to share IOM contact details in the country of return with a person for whom a payment decision has not yet been formally issued.
- To share with IOM Helsinki the contact details of designated SMB focal points;
- To inform IOM Helsinki immediately of any cancellations or changes to the eligibility of beneficiaries;
- To share with IOM any information that may have an impact on numbers of beneficiaries, payments or IOM's role as facilitator of payments.

4.6 The SMB shall not:

- Share with beneficiaries IOM contact information in additional countries of payment before the SMB and IOM have agreed in writing on payment modalities and fees in the concerned country.

5. Funding and Reports

5.1 The services under this agreement in Iraq and Afghanistan are provided against payment of a service fee of USD 180 (one hundred and eighty US dollars) for each payment to beneficiaries in addition to the following fees:

- 1% of the amount of the payment for in-country transfer charges
- 1.5% of the amount to be paid for contingency reserve

Service fees for other countries of return will be the same as above unless otherwise agreed by the Parties.

5.2 The costs are all-inclusive and cover all IOM communication costs as well as costs for invoicing to the SMB and receiving and identifying returnees, financial arrangements to effect payments, and reporting.

The above mentioned fees and modalities may, as needed, be adjusted by mutual agreement of the Parties, once practical arrangements for payment have been initiated.

5.3 The SMB shall transfer to IOM at the beginning of each of the seven months covered by this agreement a monthly advance of USD 457,915 (four hundred and fifty-seven thousand nine hundred and fifteen US dollars) being the equivalent of one hundred monthly grant payments and the corresponding payment service fee as described in 5.3.1 and 5.3.2 below.

5.3.1 Of the monthly advance described in 5.3, an estimated USD 429,185 (four hundred and twenty-nine thousand one hundred and eighty-five US dollars) shall be used by IOM towards direct payment of reestablishment support to beneficiaries.

5.3.2 Of the monthly advance described in 5.3, an estimated USD 28,730 (twenty-eight thousand seven hundred and thirty US dollars) shall be used by IOM to cover the service fee, in-country transfer charges and contingency reserve for the corresponding grant payments.

5.4 Of the seven monthly advances described in 5.3, IOM shall retain each month an amount of USD 18,000 (eighteen thousand US dollars), being the equivalent of the service fee for 100 grant payments per month. These Service fees shall be used by IOM to facilitate the timely provision of reestablishment support and therefore will not be returned to SMB even if the actual number of payment decisions during the seven months is lower than 700.

5.5 IOM shall, on a bi-monthly basis as described in Annex 1 point 8, send to SMB a financial report and an invoice stating the total amount of the re-establishment support paid during the previous two months and the Service fee, in-country transfer charges and contingency reserve costs as described in 5.1. In addition, IOM shall, on a monthly basis, send to SMB a statistical report estimating the number of payments and grant amounts carried out in the previous month.

5.6 If the total project costs during the two month reporting period are less than the advances received for the corresponding period as described in 5.3, no invoice will be

issued to the SMB and the difference between the financial report and the advances is carried over to the following bi-monthly financial report.

5.7 Subject to 5.4, if the total amount of prepayments at the end of the agreement is larger than the actual total project cost during the period covered by the agreement, the difference shall be returned by IOM to the SMB.

5.8 The SMB shall make the payments of the advances and invoices to the following bank account:

Citibank, N.A.,
399 Park Avenue
New York, NY 10043

SWIFT BIC: CITIUS33
ABA 021000089

IOM Geneva a/c no: 30557053

6. Financial Records

IOM shall maintain financial records, supporting documents, and all other records related to the delivery of the services covered by this Agreement, including funds received and disbursed, in accordance with IOM's Financial Regulations and Rules, as applicable.

7. Dispute Resolution

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. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

8. Confidentiality

All information, including personal information of beneficiaries which comes into the parties' possession or knowledge in connection with this Agreement or the Service, is to be treated as strictly confidential. The provisions of the relevant international instruments and of relevant national laws and regulations shall be applied with regard to collection, processing and use of personal data necessary for the implementation of the activities under this Agreement. Disclosure to third parties of personal data can only be made with the prior written consent of the person concerned. This obligation shall survive the expiration or termination of this Agreement.

9. Force Majeure

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*, such as civil disorder, military action, natural disaster and others which are beyond the control of the party in question. In such event, the party will give immediate notice in writing to the other party of existence of such cause or event and of the likelihood of a delay may take place.

10. Amendments and Termination

The Parties shall have the right to supplement or amend the text of this Agreement by mutual agreement in writing. Either party may terminate this Agreement with one month's written notice to the other party. In the event of termination, the SMB will pay costs committed up to the date of termination of this Agreement and IOM shall return the unused amount of prepayments received in accordance with clause 5.5., unless otherwise agreed.

11. Miscellaneous

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an inter-governmental organization.

12. Final Clauses

This Agreement shall enter in force retroactively from 1 November 2009 and shall remain in force until completion of all the obligations of the parties under this Agreement.

Signed in two copies in English.

For: The International Organization
for Migration

For: The Swedish Migration Board

Hans-Petter Bøe
Regional Representative

Ms Caroline Henjered
Director of Division

In Helsingfors on 23 Nov 2009

In Stockholm on 27 Nov 2009



IOM International Organization for Migration

ANNEX 1: Service description

The services described in this annex are provided under the Agreement between the International Organization for Migration and the Swedish Migration Board for the payment of reestablishment support to beneficiaries from Sweden to Afghanistan and Iraq or any other country as agreed upon between the SMB and IOM.

Procedures:

1. The Swedish Migration Board forwards the following information to the IOM Regional Office in Helsinki (hereinafter IOM Helsinki):
 - **Biodata lists** of beneficiaries and the amounts they are eligible to receive (Excel format). The lists contain all pertinent information on the beneficiaries, including:
 - Full name of the person eligible for payment, whether as individual or in representation of a family payment. Unless otherwise informed by the Swedish Migration Board, any adult in the family may receive the total grant for the family;
 - Date of birth;
 - Swedish government case number;
 - Travel document type and number;
 - Payment decision number (see below)
 - City in country of return where payment should be effected, as applicable and in each case subject to further agreement between beneficiary and IOM.
 - **Copies of payment decision**
 - Each person to be paid or head of family to receive the total amount for his/her family will receive from the SMB a payment decision including:
 1. The exact amount to be paid in SEK
 2. Instructions on payment collection to the returnee

3. Payment decision number

- **Scanned Copies of travel documents**

- For identification purposes to carry out payment
2. IOM Helsinki keeps a record of all beneficiaries and shares aforementioned information and copies of payment decisions with the IOM paying mission within 3 working days after the information is forwarded from the SMB.
 3. The beneficiary contacts the local IOM mission within 3 months after the information is forwarded from the SMB to agree in detail on when/ where to receive the grant.
 4. The IOM paying mission will commit the funds for payment of the grant/ initiate transfer of funds to the payment location, only after the returnee has contacted IOM.
 - In Afghanistan, the place of payment will mainly be Kabul. Possible payments in other locations must be agreed upon with IOM before the payment decision is forwarded to IOM Helsinki.
 - In Iraq, the place of payment will mainly be Erbil or Baghdad. Possible payments in other locations and the timeframe of such payments must be agreed upon with IOM before the payment decision is forwarded to IOM Helsinki.
 - For other countries in which payments are to be carried out, place of payment and modalities are to be agreed upon by the SMB and IOM in writing.
 - IOM will strive to affect the payment within 21 days after contact has been established with the returnee or as agreed upon with the returnee.
 5. The beneficiary receives the grant at the time and place agreed upon with IOM, either for him/herself or for the whole family. The grant is paid in one instalment only.
 - In order to receive payment, the beneficiary must present 1) a copy of the decision issued by the SMB 2) the original travel document as informed to IOM prior to return. The local IOM mission will check that the travel document and copy of the payment decision match the copies forwarded by IOM Helsinki and effect payment
 - Paying missions will use the IOM regular voucher payment procedure and payment receipt confirmation, signed by the beneficiary upon payment. A scanned copy of the IOM voucher will act as proof of payment.

- Payment can be effected at the latest three months after information is forwarded from the SMB, after which date the IOM mission is no longer obliged to pay the reintegration grant. IOM will keep a record of beneficiaries who do not collect their payments within three months after information is forwarded from the SMB and forward information on the un-received payments to the SMB in the final invoice under the Agreement (see below). IOM and the SMB may agree to extend the payment deadline for individual beneficiaries if the need arises.
6. Paying missions will share information on effected payments with IOM Helsinki on a regular basis.
 7. IOM Helsinki will on the basis of information forwarded by paying missions send invoices and reports for payments to the SMB. The invoices contain information on the amounts paid to each person/ head of family as well as IOM service fees and other costs as set down in the Agreement. In addition, IOM shall, on a monthly basis, send to SMB a statistical report estimating the number of payments and grant amounts carried out in the previous month.
 8. Monthly statistics and invoices will be forwarded to the SMB as follows:

Payment period	Statistical report to SMB by	Financial report/ invoice to SMB by
Oct-2009	15 Nov-2009	
Oct-2009		31-Dec-2009
Nov-2009	15-Dec-2009	
Dec-2009	15-Jan-2010	
Oct-Dec-2009		28-Feb-2010
Jan-2010	15-Feb-2010	
Feb-2010	15-Mar-2010	
Jan-Feb-2010		30-Apr-2010
Mar-2010	15-Apr-2010	
Apr-2010	15-May-2010	
Mar-Apr-2010		30-Jun-2010
May-2010	15-Jun-2010	
Jun-2010	15-Jul-2010	
May-Jun-2010		31-Aug-2010
Jul-2010	31-Aug-2010	
Aug-2010	31-Sep-2010	
Jul-Aug-2010		31-Oct-2010 - The final invoice will include information on beneficiaries who did not pick up their grants by 31 August 2010

9. For any requests for clarification of payments to individual beneficiaries in the country of return, IOM Helsinki will collect and submit relevant information to the SMB in coordination with the local IOM mission.

The procedures set down in this Annex are at any time subject to revision by the Parties.

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