

**AGREEMENT BETWEEN**  
**FUNDACIÓN PRIVADA CENTRO DE ESTUDIOS INTERNACIONALES (FCEI)**  
**AND**  
**THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)**  
**CONCERNING INTERNSHIPS AT IOM**

WHEREAS the Fundación privada Centro de Estudios Internacionales (FCEI) (hereinafter referred to as “University”) wishes to collaborate with the International Organization for Migration (hereinafter referred to as IOM), an organization related to the United Nations, (hereinafter individually referred to as a “Party” and jointly as the “Parties”) in the recruitment of interns to give the University's students a learning experience under professional supervision, and to expand their participation in International Organizations;

WHEREAS IOM welcomes the offer by the University to suggest specific students for consideration of internships at IOM;

NOW THEREFORE, the Parties hereto agree as follows:

**Article 1**  
**General Recruitment Procedures**

- 1.01 IOM, upon request, undertakes to send to the University in writing, relevant description of, and all pertinent information on any relevant openings for interns.
- 1.02 The University shall nominate candidates for specific openings, after conducting a thorough pre-screening based on organizational needs and individual interests.
- 1.03 While IOM will give full consideration to the candidates nominated by the University, IOM is not obligated to select any minimum number of candidates for internships under this Agreement. IOM's decision with respect to the approval or rejection of a candidate suggested by the University shall be final. In either event, IOM's decision concerning any candidate shall be conveyed to the University as soon as possible.

**Article 2**  
**Terms of Appointment**

- 2.01 Each intern shall be assigned for a full-time internship, from 2 (two) to 6 (six) months, with a possibility of extension. The maximum total length of an internship is 9 (nine) months. The internship shall take place in IOM Headquarters, Administrative Centres or in one of its field offices (hereafter, the “duty station”).
- 2.02 IOM undertakes to provide the intern(s) with a satisfactory working environment, including office space and access to standard office equipment.

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**Headquarters:**

- 2.03 Each intern will be assigned to a supervisor within IOM and will be required to sign IOM's standard internship contract in force at the time.

### **Article 3** **Conditions of Internship**

- 3.01 There shall be no monetary remuneration or subsistence allowances granted by IOM to the interns during their assignment.
- 3.02 IOM's Compensation Plan shall cover the interns against occupational accidents and illnesses at IOM's cost for the duration of the internship.
- 3.03 For insurance coverage against non-occupational illnesses and accidents, the University shall ensure that the interns are in possession of the following:
- (i) In case of interns who are recruited from outside of the country of the duty station, as well as those who are recruited from the country of the duty station but are not a national of that country: valid **world-wide health coverage insurance including evacuation and repatriation coverage**, which is in place before starting the internship (including travel to their respective duty stations, if applicable) and for the entire duration of the internship.
  - (ii) In case of interns who are nationals of the country of the duty station: valid health coverage within the country, which is in place before starting the internship and for the entire duration of the internship. Only if the intern will travel on official duty for IOM outside of the country of the duty station must the intern acquire world-wide health coverage insurance for the entire duration of the duty travel, including evacuation and repatriation coverage, which will be purchased in coordination with IOM and fully reimbursed by IOM following its receipt of supporting documents.
- 3.04 Medical clearance by IOM's Occupational Health Unit (OHU) is required prior to beginning the internship (including travel to the intern's respective duty stations, if applicable). Internship candidates shall complete, and return signed, the IOM Minimum Medical Review Questionnaire directly to the IOM Medical Officer indicated on the questionnaire, along with a copy of their latest vaccination records. OHU will then provide confirmation that the candidate is fit to work. An internship contract may only be issued after this confirmation is received.
- 3.05 The intern shall be responsible for the travel arrangements from the place of residence of interns to their respective duty stations, if any. The cost of such travel shall be the responsibility of the interns, or the University if so agreed between the interns and the University; IOM does not accept any responsibility for such cost. However, should an intern be required to travel outside the location of the duty station as part of his or her internship assignment, IOM will meet the cost of travel and of travel allowances for such duty travel, in accordance with the relevant standing instructions of IOM.
- 3.06 The University shall ensure that each intern has a valid visa in the country of duty station, as may be required by the relevant Government, for the entire duration of the internship. The IOM office of the duty station will provide assistance to facilitate the issuance by the competent authorities of any necessary work and/or residence permit, although IOM cannot guarantee that the authorities will issue such permit(s). An internship cannot take place without the necessary visa, residence and work permits, if any.

- 3.07 The University shall ensure that the intern has sufficient funds to cover board, lodging and any other cost of living expenses during the internship. IOM and the University will not be held responsible for any cost-of-living expenses that might be incurred at any time of the internship.
- 3.08 The University shall indemnify IOM, its officers, employees and agents and interns from and against any and all claims, losses, damages, liabilities, expenses, and demands to the extent arising out of the University's negligent or wrongful act. This indemnification obligations shall survive the expiration or termination of this Agreement.
- 3.09 Interns must comply with IOM's Standards of Conduct and other relevant instructions, including but not limited to IOM's Policy on a Respectful Working Environment, IOM's Policy and Procedures for Preventing and Responding to Sexual Exploitation and Abuse, IOM ICT Policies and Guidelines, IOM Data Protection Principles and IOM's Mandatory Security Requirements for IOM Personnel. IOM may immediately terminate the internship contract in case it reasonably considers that the intern has breached the terms of their internship contract with IOM and/or has engaged in inappropriate or unsatisfactory conduct. In other instances, including in cases where IOM reasonably considers that the intern is having serious performance issues which are not resolved despite coaching and guidance by the supervisor, IOM may terminate the contract between itself and the intern before the expiry date by giving one week's notice in writing.

#### **Article 4** **Legal Status**

- 4.01 The intern shall not be considered as being a staff member of IOM. However, the intern will be, subject to their compliance with the security instructions and requirements of the United Nations Department of Safety and Security (UNDSS), included in IOM's and UNDSS safety/security procedures.

#### **Article 5** **Supplementary Agreements and Arrangements**

- 5.01 The Parties may enter into supplementary agreements and arrangements for the implementation of this Agreement, as may be found necessary from time to time in light of the experience, on the basis of exchange of letters.

#### **Article 6** **Force Majeure**

- 6.01 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 other circumstances 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 the existence of such cause or event and of the likelihood of delay.

#### **Article 7** **Confidentiality**

- 7.01 All information including personal information which comes into the Parties' possession or knowledge in connection with this Agreement is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. The Parties shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. The obligations under this Article shall survive the expiration or termination of this Agreement.

## **Article 8** **Intellectual Property and Property Rights**

- 8.01 All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities under this Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof. The obligations under this Article shall survive the expiration or termination of this Agreement.
- 8.02 Title to any equipment and supplies, which may be furnished by IOM to the interns, shall rest with IOM and any such equipment shall be returned to IOM at the end of the internship. Such equipment when returned shall be in the same condition as when delivered, subject to normal wear and tear.

## **Article 9** **Dispute Settlement**

- 9.01 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be notified by the party claiming to be aggrieved within 60 (sixty) days of the day such party became aware of the matter. If the matter is not notified within such 60-day period, the claim shall be considered null and void. The Parties will then make efforts to settle the matter amicably by negotiation between the Parties.
- 9.02 In the event that the dispute, controversy or claim has not been resolved by negotiation within 90 (ninety) days of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 9.03 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 90 (ninety) days following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 9.04 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 for the 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. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

**Article 10**  
**Status of IOM**

10.01 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by IOM as an intergovernmental organization.

**Article 11**  
**Final Clause**

11.01 This Agreement shall enter into force upon its signature by both Parties.

11.02 This Agreement may be terminated at any time by either Party by giving 3 (three) months' notice in writing to the other Party.

11.03 Amendments to the Agreement may only be made by prior mutual written agreement between both Parties.

11.04. The terms and conditions of a particular internship shall be governed by the contract between IOM and the intern, which shall be based on IOM's standard internship contract template in force at the time. Such contract shall not be inconsistent with the terms of this Agreement.

Signed in two copies in English

on \_\_\_\_\_

on \_\_\_\_\_

For the International Organization  
for Migration:

For the University:

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Mr Michael Emery  
Director,  
Department of Human Resources  
Management

Mr Joaquim Llimona Balcells  
Director

International Organization  
for Migration

Fundación privada Centro de Estudios  
Internacionales (FCEI)