

IOM office-specific Ref. No.:	
IOM Project Code:	

LEASE AGREEMENT
between the
International Organization for Migration
and
[Name of the Lessor]

This Lease Agreement (the “**Agreement**”) is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert name of office, e.g., Mission in XXX], (hereinafter referred to as “**IOM** or the “**Lessee**”), of [insert address], represented by [Insert Name], [Insert Title], and **[Name of the other party]** (hereinafter referred to as the “**Lessor**”), of [insert address], represented by [Insert Name], [Title], on the following premises on [insert date of signature]. (*1) (The Lessor and the Lessee are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”)

1. Premises Leased

Description of the Premises Leased (the “**Premises**”) (*2):

Owner:	[Full name of the Lessor (*3)]
Address:	[Full address of the Premises] (*4)
Type of Premises:	[House/building with XXX]
Other Description:	[Indicate furnished/unfurnished etc.]

2. Warranties of the Lessor

The Lessor warrants that:

- (a) It has full authority to execute this Agreement and agrees to rent the Premises to the Lessee in accordance with this Agreement;
- (b) During the term of this Agreement, it will not rent, lease or otherwise furnish space in the building or any adjacent buildings under its control, to any enterprise which, in the usual exercise of business, could be expected to create noise or odors disruptive to the Lessee’s normal activities; and,
- (c) The Lessee shall have the right to hold and enjoy the Premises for the Lease Period, free of hindrance, interruption, or eviction in any form by the Lessor or anyone claiming by, through or under the Lessor.

3. Rent

- 3.1 The monthly rent for the Premises (the “**Rent**”) shall be [Currency code] [Amount in figures] ([amount and currency in words]).

3.2 Payment shall be made on the [1st] of every calendar [month] to the following bank account: (*5)

Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:

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

4. Duration

4.1 The Lease will commence on [start date] and end on [end date] (the “Lease Period”). The Lessee shall have the exclusive right of use of the Premises during the whole Lease Period.

4.2 On expiration of the Lease Period, the Lessee may, at its option, renew this Agreement for [period of extension] on the same terms and conditions as contained in this Agreement.

5. Rights and Duties of Lessor

The Lessor shall:

- (a) Keep the Premises in good repair, including the exterior and interior structure, utilities, services and fixtures, sanitation facilities and all grounds, paths and parking areas, fences and walls protecting the property [add/delete as necessary];
- (b) Undertake all sanitary, fire, safety and emergency, inspections required by local law;
- (c) Carry out necessary maintenance repairs on the Premises. The Lessee will notify the Lessor of the repair requirements in writing and the Lessor will make the necessary repairs within 5 (five) days of the Lessee’s notification. In consultation with the Lessee, the Lessor may access the Premises at a reasonable time upon providing at least 48 hours prior notice to the Lessee, in order to carry out such repairs. If the Lessor cannot perform the repairs in the course of 5 (five) days after receiving notice from the Lessee, the Lessee shall have the right to engage a third party to perform the needed repairs and deduct the amount of expenditure from the amount of the Rent. In emergency situations where the Lessor is not able to act immediately, the Lessee shall have the right to engage a third party to perform the needed repairs and deduct the amount of expenditure from the amount of the Rent;
- (d) Pay taxes, charges or any other payments levied against the Premises by any government or government related entity during the course of this Agreement;
- (e) Provide the Lessee with the following public utilities: Heating, electricity, water, sewage, garbage collection [add/delete as necessary];
- (f) Keep the Premises insured against loss or damage due to fire, storm or other risks normally insured against in a sum equivalent to the full insurance value of the Premises and use all sums received under the policy to restore the damage to the Premises; (*6)

- (g) [If there is more than one Lessor, please ensure that this clause is included. If there is only one Lessor, please delete this clause]: The Lessors are jointly and severally liable for their obligations as described in this Agreement and its Annexes, if any.

6. Rights and Duties of the Lessee

The Lessee shall:

- (a) Make timely rental payments and use the Premises solely for the purposes related to [insert purpose of Agreement – e.g. “IOM office” “IOM activities”];
- (b) Be liable for breakage and fire damage to the Premises to the extent such damage is attributable to the Lessee;
- (c) Return the Premises in the same condition as it was received, with the exception of normal wear and tear, or damage caused by elements or circumstances over which the Lessee has no control; and,
- (d) Be entitled to affix to and/or install within the Premises any appropriate signs, symbols, flags, fixtures, equipment and other improvements necessary for the Lessee’s operations. Any such fixtures, improvements or additions shall remain the exclusive property of the Lessee and may be removed and taken away by the Lessee at any time during the tenancy period or upon the termination or expiration of this Lease.

7. Assignment

Either Party to this Agreement may assign this Lease or any rights arising under it with the prior written permission of the other Party.

8. Delays, Defaults, and Force Majeure

- 8.1 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.
- 8.2 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.
- 8.3 IOM shall be entitled without liability to suspend or terminate the Agreement if the Lessor 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.

9. Confidentiality

- 9.1 All information which comes into the Lessor’s possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Lessor shall not communicate such information to any third party without the prior written approval of IOM. The Lessor shall comply with IOM Data Protection Principles 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.
- 9.2 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 Lessor, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent as 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.

10. Use of IOM Name, Abbreviation and Emblem

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

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]
Address: [IOM’s address]
Email: [IOM’s email address]

[Full name of the Lessor]

Attn: [Name and title/position of Lessor’s contact person]
Address: [Lessor’s address]
Email: [Lessor’s email address]

12. Dispute Resolution

- 12.1 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.
- 12.2 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.

- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 This Article survives the expiration or termination of the present Agreement.

13. Status of IOM

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration.

14. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any provision 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.

15. Termination

The Lessee may terminate this Agreement for any reason, without penalty, before the end of the Lease Period by giving [1 (one) week to 1 (one) month] written notice to the Lessor. In the event of termination, the Lessor shall reimburse within 2 (two) weeks from the date on which the termination takes effect any Rent paid in advance and security deposit paid in advance by IOM. (*7)

16. Unsuitability

If the Premises, in part or in whole, become unsuitable for the purposes leased due to fire, storm or other reasons, the Lessee may:

- (a) immediately terminate this Agreement and recover any Rent and security deposit paid in advance; or
- (b) continue the Agreement with a revised Rent adjusted to reflect proportional use of the Premises, and recover any Rent paid in advance in proportion to the diminished use.

17. 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.

18. 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.

19. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Lessor shall agree and accept the following provisions:

[Insert all donor requirements which must be flowed down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

20. Final Clauses

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.
- 20.2 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
[Name of Lessor]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place: