

**LEG-E.1. MODEL LEASE AGREEMENT**  
**Updated 29 October 2021**

Note: This Model Lease Agreement is for office premises and warehouse etc. All Directors/CoMs/Heads are responsible for personally ensuring that the instructions in IN/99 Rev 2 effective 1 September 2015 (Delegation of Authority for Concluding Contracts and Agreements) are followed.

**There is no need to refer this Agreement to LEG Contract Law (LEGCR) for a checklist code, or for review and issuance of an approval code provided that this template is used without deviation.** In case of deviation from the template or a need for a new template, please contact LEG CR for assistance and/or advice.

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**, an organization part of the United Nations system, 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):

<b>Owner:</b>	[Full name of the Lessor (*3)]
<b>Address:</b>	[Full address of the Premises] (*4)
<b>Type of Premises:</b>	[House/building with XXX]
<b>Other Description:</b>	[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. Rental

3.1 The monthly rental for the Premises (the "Rental") shall be [Currency code] [Amount in figures] ([amount and currency in words]).

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

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

### 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. Subject to sub-paragraph (g) below, and 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 Rental. 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 Rental;

- (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) Have the right to enter the Premises, even without previous notification to the Lessee, only during the following emergency cases: fire, flooding, serious water leak or leak of a hazardous substance, burglary, earthquakes, emergency repairs which, if not performed, could irreversibly damage the Premises; and,
- (h) [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 Article 15 (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 or stores 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 information related to this Agreement, such as the name of the Lessor and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Lessor and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

## 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]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Lessor]**

Attn: [Name and title/position of the Lessor's contact person]  
[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 has not been 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 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.
- 12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months 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.
- 12.4 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.

## **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 as an intergovernmental organization.

## **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 of the notice all unused Rental 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 pre-paid Rental; or
- (b) continue the Agreement with a revised Rental adjusted to reflect proportional use of the Premises, and recover any pre-paid Rental 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 Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown 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 Article 15 (Termination).

20.2 Amendments may be made by mutual agreement in writing between the Parties.

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:

### Explanatory Notes

(These Notes are for IOM staff drafting an agreement and should be deleted when finalizing the Agreement.)

\*1 If the Lessor is an individual (not a company etc.), the Lessor should be specified by full name, address, date of birth and, if applicable, national ID number. Individuals (and companies etc.) should be asked to provide proof of ownership of the premises prior to signature of the Lease.

If the Lessor are two or more individuals, each Lessor's full name, address, date of birth and national ID numbers should be written as the Lessor. In principle, all Lessors have to sign this Lease Agreement (at the signature box at the end of the Agreement). If one Lessor represents all Lessors and sign the Lease Agreement on behalf of all Lessors, he/she has to provide IOM with the Power of Attorney signed by all other Lessors, which will be attached to the Lease Agreement.

If a person who is signing this Lease Agreement is not the Lessor (but his/her father or lawyer, for example), he/she has to provide IOM with the Power of Attorney signed by the Lessor, which will be attached to the Lease Agreement. In the event of any doubt that the person signing may not have a full authorization to execute this Lease, please contact LEG.

\*2 For example,

*"Description of the Premises Leased:*

*Owner: The Lessor*

*Address: House # 114, Svay Village, Boeung Raing Commune, Kamrieng, Battambang, Cambodia*

*Type of the Premises: Two story house with garden and parking space for 3 vehicles (or "The third floor of the ten-floor building with office space of 105 sqm" or "Office Room No. 114 of the building No.C" etc.)*

*Other description: Furnished with its fixtures and fittings as mentioned in the inventory list which is attached to and forms part of this Lease Agreement. "*

\*3 If the Lessor is not the Owner of the Premises, please contact LEG. LEG will advise your Mission to check if the Lessor has full authority to execute this Lease Agreement (i.e., the Owner's written consent to the Lessor to sublease the premises).

\*4 In some countries, writing only address is not sufficient to specify the location of the Premises. In such case, a map clearly indicating the location of the Premises should be attached to the Lease.

**\*5 *Payment in advance***

Full advance and deposit payments related to leasing of real estate may be approved by the CoM up to 3-months rental cost of the premises provided that the termination clause also ensures the same length of notice period at the minimum for IOM in case of termination.

***Security Deposit***

If the Lessor requires a security deposit due to the local customs etc., please contact LEG. If agreed, LEG will add the following sentence at the end of this Article:

*“The Security deposit of USD XXX shall be paid to the Lessor to the same bank account no later than (date). The Security deposit shall be released by the Lessor upon termination or expiration of this Lease Agreement.”*

\*6 If the Premises are not covered by insurance by the Lessor because there is no insurance company in that country (or for any exceptional situation), please contact LEG for an alternative formulation, such as:

*“In the event of damage to the Premises due to fire, storm or other risks normally insured against, the Lessor is responsible for restoring the Premises to their former condition or better.”*

\*7 The notice period should be changed according to the length of the Lease period. The shorter, the better for IOM, as only IOM has an option to terminate the Lease. If IOM has paid a security deposit, it must also be returned upon termination of the Lease at the same time as any unused portion of the rental paid in advance.



**Guidance in Checklist Form on completing the template for**  
**E.1. Lease Agreement**

- No use of the Premises has taken place prior to the signing of the Agreement and prior to the commencement of the Lease Period stated. *For Amendments: The changes made under the Amendment shall apply from the date of signing of the Amendment or later and the main Agreement (as amended previously, if at all) has not yet expired.*
- There is no work to be done by the Owner/Lessor or by IOM prior to the commencement of the Lease. *For Amendments: The changes made under the Amendment shall apply only from the date of signing of the Amendment or later and the original Agreement (as amended previously, if at all) has not yet expired.*
- All activities comply with the IOM Constitution, policies, manuals, guidance notes and instructions from relevant thematic areas.
- The Lessor has been selected in compliance with IOM procurement rules. If the overall total rental under this Agreement (and not just the monthly rental, or the amount of each instalment) exceeds USD 100,000, GPSU approval has been obtained.
- The authority of the signatory for the Lessor to sign has been verified. (i.e., the Lessor is the owner of the Premises, or the Lessor indeed has the right to conclude this Lease on behalf of/as delegated by the owner; and the documentary proof of the ownership has been provided to and verified by IOM.)
- The Lease Period is clearly stated and is used consistently throughout the Agreement/Amendment.

Purpose of Lease. Please specify which option applies:

- A.  The lease is for an IOM office; OR
  - B.  The lease is for an accommodation; OR
  - C.  The lease is for a warehouse; OR
  - D.  The lease is for \_\_\_\_\_ (please fill in the purpose of the lease).
- The Rental:
- o Is written correctly both in numbers and words;
  - o Specifies the currency used; and
  - o Corresponds to the Project Budget attached to the Agreement/Amendment, if any.

Payment Currency. Check:

- A.  The currency used in defining the Rental is the same currency as the one in which payment shall be made; OR
- B.  The currency used in the provision(s) defining the Rental is different from the currency to be paid to the other party, but the UN exchange rate at the date of payment is agreed.

The total rental for the whole Lease Period is:

- A.  Below or up to USD 200,000; OR
- B.  Above USD 200,000 and GPSU approval was obtained.

Advance Payment of Rentals. Please specify which option applies:

- A.  Rental is paid up to a maximum of 3 (three) months in advance provided that that the termination clause ensures the same length of notice period at the minimum for IOM in case of termination; OR
- B.  Rental is paid more than 3 (three) months in advance and prior RD exceptional approval was obtained; OR

- C.  Rental is paid in arrears.

Security Deposit. Please specify which option applies:

- A.  There is no security deposit; OR  
B.  The security deposit is not higher than the equivalent of 3 (three) months rental amount. Relevant clauses as outlined by \*5 of the Explanatory Notes have been added to the Agreement.

Mode of Payment. The Rental is to be paid either:

- A.  By bank transfer to the *specific* bank account of the Lessor as indicated in Agreement. The bank account is not in the name of a third party; OR  
B.  By a method other than bank transfer which has been approved in writing and in advance by TSY.

- The Premises are sufficiently defined, including whether furnished or not, size, amount of rooms, etc. In case of furnished Premises, the descriptions of the items provided are attached to or included in the Agreement.
- The Lessor has insured the Premises 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 the insurance policy has been verified by IOM.
- The Premises are sufficiently defined, including whether furnished or not, size, amount of rooms, etc. In case of furnished Premises, the descriptions of the items provided are attached to or included in the Agreement.

Language. The Agreement is concluded in one of the following languages:

- A.  IOM official language (English, French or Spanish); OR  
B.  Bilingually (both language versions have identical content with at least one language being an official IOM language) and the language clause (i.e., IOM official language prevails in case of discrepancy) has been included.

- The Agreement/Amendment is not or shall not be backdated. The signature date shall always be the actual date of signature.
- There are no additional clauses which have not been approved by LEG specifically for the Agreement/Amendment.
- All Annexes referred to in the Agreement/Amendment, if any, are attached to the Agreement/Amendment and do not create additional obligations other than those contained in the Agreement itself.
- All Annexes are provided either in English, French or Spanish. In case Annexes in another language are attached, translations in one of the official languages are attached, contain a statement that they prevail in case of discrepancy over the version of the Annex in a non-official language and will be signed by the Lessor.

Donor Flow Down Requirements. Check:

- A.  There are no specific Donor requirements for this Agreement, Article 18 (Special Provisions) has been deleted and subsequent enumeration has been corrected; OR  
B.  Donor requirements have been added to Article 18 (Special Provisions) and they are not in violation of other terms of this Agreement (If unsure, please contact [LEGContracts@iom.int](mailto:LEGContracts@iom.int)).