



Agreement between

The Investment Migration Council

And

XXX

This AGREEMENT is made on the ___/___/___

between:

The Investment Migration Council, a professional association established under the laws of Switzerland, with its registered office at 16 rue Maunoir, Geneva, Switzerland, herein referred to as “IMC”, duly represented by Estelle NOGUES, Head Stakeholder Concierge;

and

___ (*name of applicant*) ___ residing in ___ (*country/city*) ___, with its registered office at ___ (*business address*) ___ herein referred to as ___ (*name of applicant*) ___ or “IMC FO”, duly represented by ___ (*name of applicant*) ___, position ___ (*position*) ___;

WHEREAS, the IMC wishes to appoint an informal field officer to act as the sole IMC representative in the country/city known as _____, and ___ (*name of applicant*) ___ is willing to take up this officer role.

WHEREAS, ___ (*name of applicant*) ___ is interested in acting as the FO for the IMC in this said country known as _____ and desirous to assume this un-paid and informal role acting to promote the IMC,

WHEREAS ___ (*name of applicant*) ___ shall present as part of the application the documents listed below:

- i) A copy of the passport personal data page
- ii) A police conduct certificate that is not older than six months from the date of this application.



NOW, therefore, in consideration of the mutual undertakings described herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Appointment

1.1 The IMC hereby appoints __ (name of applicant) __ as the exclusive Field Officer (FO) in __ (city/country) __ in accordance with the terms set out in this Agreement.

1.2 This Agreement shall be valid for a period of two (2) years from the __/__/__ and may be renewed subject to agreement in writing by both parties;

1.3 Provided that notwithstanding anything contained herein to the contrary, this Agreement may be terminated by either party at any time subject to 7 days prior notice in writing;

1.4 If this Agreement is terminated in terms of the proviso herein above, any administration fees paid to the IMC are understood by the FO to be non-refundable.

2. Responsibilities of the FO

2.1 The FO shall work closely with the IMC in handling of projects and reports to the IMC's CEO, or to any other officer as may be appointed by the IMC Governing Board. The FO shall inter-alia have the following responsibilities:

- i. Contribute, either directly or through inviting other professionals (from the region) at least two (2) articles per year to the IMC quarterly newsletter in agreement with the IMC. Articles should not be self-promotional, but rather bring to the forefront topical issues and current developments in the region the IMC FO is responsible for.
- ii. Make a commitment to attend the IMC's annual 'Investment Migration Forum' as a paying delegate at their own cost.
- iii. Agree to make a non-refundable administration fee to the IMC, payable prior taking up office and yearly in advance for subsequent years, in the amount of EUR400.
- iv. Recruit at least 1 other new IMC member on an annual basis.



- v. Follow up the progress of in-country IM developments as necessary, act as a channel for information and keep the IMC fully informed about such developments.
- vi. Provide one annual report (no more than 800 words) to the IMC for the purpose of reporting on activities undertaken in the previous 12 months of operation.
- vii. Produce at least 1 article per year in authoritative domestic newspapers and journals promoting the IMC
- viii. Act in a conscious manner to identify opportunities to promote the IMC.
- ix. Consult on demand with the IMC on special issues.
- x. Be responsible at all times to the appointed Global FO team leader of the IMC for the reputation of, and goodwill circulating of the IMC.
- xi. Attend periodic briefing meetings in order to agree strategic issues, monitor performance, discuss experiences and agree on programmes of action either in person or via electronic means.
- xii. Follow the business protocols, codes of conduct and other procedures established and agreed to with the IMC.
- xiii. Be willing to dedicate a reasonable amount of time each month to promoting the work of the IMC and create opportunities for visibility of the IMC at all opportunities.
- xiv. Will arrange to the legal set up of the IMC FO with relevant authorities in the country of representation if necessary.
- xv. All PR communications undertaken by the FO that mention the IMC brand must be cleared with the IMC press office in advance of release to ensure messaging synchronisation and continuity.



3. Assistance to be provided by the IMC

3.1 The IMC shall, at its own cost, inter-alia:

- i. Provide the FO with reasonable back-office administration support as maybe required.
- ii. Provide the FO publishing space to provide an opinion piece at least once per year in the IMC newsletter.
- iii. Provide the FO with an opportunity to be part of a panel at the Investment Migration Forum, annually held, even if attendance by the FO is as a paid delegate only (although sponsorship is encouraged and desirable);
- iv. Provide the FO adequate promotion on the IMC website, stating clearly the function of the FO, to include a dedicated profile, picture and links to the respective FO website.
- v. Keep the FO informed of developments taking place within the IMC in areas that specifically concern the FO;

4. Amendment

This Agreement shall not be amended, supplemented or modified except by written instruments signed by both parties to this Agreement.

5. Entire Agreement

This Agreement embodies all the terms and conditions agreed between the parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties with respect to the subject matter hereof, whether written or oral.



6. Competition

The IMC FO agrees, not to provide services or perform duties as set forth in Clause 2 hereof for any other association, government agency or public or private company or entity engaged in any business activity in any country in competition with the IMC.

7. Breach of this Agreement

Any actions in breach of this Agreement shall entitle the IMC to terminate this agreement with immediate effect and without prejudice.

8. IMC Field Officers Code of Best Practice

Observing the Law

A Field Officer (FO) shall at all times ensure that their actions comply with the laws and regulations of any jurisdiction to which they are subject.

Assisting in a Breach of Law

No FO shall knowingly assist their client to breach, nor shall they knowingly acquiesce in the breach of, the laws and regulations of any jurisdiction to which the Field Officer is subject, and no Field Officer shall knowingly provide active assistance to their client to breach the laws and regulations of any jurisdiction to which the client is subject.

Rules and Regulations of the IMC:

A Field Officer shall at all times comply with IMC codes of conduct, ethics and regulations of the IMC. Failure to do so may subject the Field Officer to disciplinary action.

Integrity

A Field Officer shall act with integrity and operate in a manner which inspires the confidence, respect and trust of the clients and the wider community. A Field Officer shall not engage in conduct which brings into question the integrity of the Society or their own professional integrity and competence.



Objectivity

A Field Officer shall provide objective advice and exercise independent professional judgment. A Field Officer should not permit their independence, objectivity or integrity to be compromised.

Courtesy

A Field Officer shall be courteous and considerate towards the people with whom the FO has dealings in the course of professional work.

Honesty

A Field Officer shall be honest in the performance of their professional work and shall not knowingly provide information or make any statement which is false or misleading or engage in false or misleading conduct. A Field Officer shall decline to act and shall withdraw their representation if they know, or have reasonable grounds to suspect, that carrying out their client's instructions would involve assisting in an illegal activity

Indemnity insurance

A Field Officer must hold appropriate professional indemnity insurance. Field Officers must not undertake work for which they are not appropriately indemnified. Field Officers may wish to advise clients that they hold PII cover in their client care/engagement letters.

Advertising

Advertising or other forms of promotion of professional services by a Field Officer should be accurate and should not mislead, be likely to cause public offence or reflect adversely on the Field Officer, the IMC, other Field Officers or fellow professionals, such as by containing disparaging references to, or disparaging comparisons with, their services.

Relationship with the IMC

A Field Officer must provide such information as is reasonably requested by the IMC without unreasonable delay, subject to any applicable legal privilege or duty of confidentiality, and to any legal or professional obligations of the Field Officer to maintain confidentiality. A Field Officer must reply without unreasonable delay to any communication from the IMC which requires a response.



Compliance with the Disciplinary Process and Orders from the Disciplinary Board

A Field Officer is subject to the IMC's disciplinary processes in respect of a complaint against him or her. A Field Officer must comply with any order from the Disciplinary Panel, including orders in respect of costs and fines. Failure to comply with such an order will in itself be a disciplinary matter.

Obligation to Notify the IMC

A Field Officer must promptly inform the IMC if the FO:

- (i) is convicted of a criminal offence (other than a minor traffic offence or misdemeanour or similar minor infraction);
- (ii) is notified of disciplinary action against them by another professional body to which they belong.
- (iii) has a bankruptcy order made against the FO.
- (iv) enters into a voluntary arrangement with the creditors; or
- (v) is disqualified as a director or enters into a prohibited undertaking.

Continuing Professional Development ("CPD")

A Field Officer shall fulfil the requirements of the CPD and or Training and Certification Requirements as established by the IMC from time to time.

Non-discrimination

A Field Officer shall act at all times in a non-discriminatory way and shall observe the requirements of human rights and non-discrimination legislation to which the FO is subject. Except where differential treatment is permitted by law, a Field Officer shall not discriminate with respect to partnership or employment of other practitioners or other persons or in their professional dealings, activities and provision of professional services.

Non-Disclosure Clause

The FO hereby agrees that during the term thereof, and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the IMC, the FO shall not use, commercialise or disclose confidential information to any person or entity that may have been shared in the course of acting as an FO for the IMC.



9. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Switzerland; the courts in Geneva shall have exclusive jurisdiction.

Signed

For and on behalf of
The Investment Migration Council

X

Estelle Nogues
Head Stakeholder Concierge
Date:

Signed

For and on behalf of
XXXX

X

NAME _____
Position _____
Date: