

Enhancing the UNHCR Framework for Implementation with Partners



Implementing Partnership Management Project Agreement Standard format bipartite (non-governmental non-profit partner)

Version dated: 04 June 2013

Draft subject to consultation and UNHCR management and legal approval
2013 UNHCR-ANNUAL CONSULTATIONS WITH NGOs

1. INTRODUCTION

The relationship between UNHCR and a partner is guided by humanitarian partnership and commitment in achieving common goals. When UNHCR and a partner decide to jointly implement a project, the relationship is formalized in a Project Agreement. The formalization of the relationship is required as UNHCR delegates to the partner responsibility for implementation of the project and utilization of resources provided by UNHCR donors. The Project Agreement stipulates the terms, and obligations of all involved parties.

The current standard format of agreements and related business processes are being reviewed in the context of enhancing the UNHCR Framework for Implementation with Partners (the Framework). UNHCR is committed to engaging stakeholders in the enhancement of the Framework. The proposed Framework enhancements (policies, procedures and tools) are being developed in a highly consultative manner with internal and external stakeholders. This approach builds on the varied experiences of all parties and provides for the consideration of risk reductions for both UNHCR and partners.

The draft standard format bipartite Project Agreement for non-governmental/non-profit partners was jointly developed with Reference Groups and comprised of both UNHCR and partners. The draft also incorporates the outcome of discussions with NGO network organizations in a workshop and feedback received directly from various NGOs. Prior to undertaking legal review and seeding approval from UNHCR senior management, UNHCR would like to solicit feedback from with wider audiences of partners and UNHCR colleagues.

The draft standard format bipartite Project Agreement for non-governmental/non-profit partners seeks to:

- Ensure that content and terminology clearly reflects the nature of a humanitarian implementing partnership relationship, mutual and balanced interests and commitment to achieve common goals;
- Incorporate updates requested by the Field, both UNHCR and partners, to the extent permitted by UNHCR rules and regulations;
- Update content and terminology due to requirements of the United Nations;
- Update content and terminology due to UNHCR's implementation of International Public Sector Accounting Standards; and
- Update content and terminology due to donor and other stakeholder requirements.

2. READING THE ATTACHED DRAFT STANDARD FORMAT BIPARTITE PROJECT AGREEMENT FOR NON-GOVERNMENTAL/NON-PROFIT

Appendix A contains the draft standard format bipartite Project Agreement for non-governmental/non-profit partners. In certain cases, articles and/or wording requested by partners and colleagues, marked with require further UNHCR review.

Appendix B contains articles that are specific to specialized Project activities (e.g. construction, education, WASH etc...) These articles will be form part of Project Agreements where applicable.

For purposes of transparency, the draft document contains wording that is more akin to guidance versus a contractual document so that the reader can better understand the intent

of the article. It is anticipated that this 'guidance like' content will be removed from the Project Agreement and provided in the forms of Guidance Notes to UNHCR and partners.

DRAFT

Appendix A: Standard Format Bipartite Project Agreement (non-governmental non-profit partner)

DRAFT- SOLELY FOR DISCUSSION

SUBJECT TO UNHCR MANAGEMENT AND LEGAL APPROVAL (IPMS VERSION)

Agreement Symbol: UNHCR / Business Unit / YYYY / ABC / Pillar / Agreement Number/ Amendment)

PROJECT AGREEMENT UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES BETWEEN THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

(Hereinafter referred to as "UNHCR")

AND

(Hereinafter referred to as "the Partner")

(Both hereinafter referred to as "the Parties")

PREAMBLE

- i. GIVEN UNHCR is a United Nations organization established by the United Nations General Assembly Resolution 319 (IV) of 3 December 1949 whose objectives are established in the Statute of the Office of the United Nations High Commissioner for Refugees adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950;
- ii. GIVEN the Partner is a registered not-for-profit entity subject to the laws of the country of its establishment and/or operation and established in accordance with those laws as an autonomous and independent entity from UNHCR whose purpose and activities are defined in its constitutive documents;
- iii. GIVEN that the participation of UNHCR in establishing and contributing to this Project Agreement (hereinafter referred to as "this Agreement") is in accordance with the principles of the humanitarian and non-political mandate of UNHCR and the rules and regulations governing UNHCR;
- iv. GIVEN the Partner is the sole entity to which UNHCR entrusts the implementation of the Project along with the assumption of full responsibility

and accountability for the effective use of resources and the delivery of the results and outputs as set forth in this Agreement;

- v. GIVEN this partnership is based on a shared humanitarian commitment to:
 - a. The protection of refugees and other persons of concern to UNHCR, enhancing the human dignity and well-being of the persons served; and
 - b. *The Principles of Partnership* endorsed by the Global Humanitarian Platform in July 2007 to act in a spirit of equality, transparency, responsibility, result-oriented approach and complementarity.
- vi. GIVEN that funds have been made available to UNHCR in the amount stated as the First Remittance in Art. 5.4.1 for the purpose specified in this Agreement; and
- vii. GIVEN that UNHCR shall make reasonable endeavors to raise additional funds, and subject to their availability and to the actual progress of the Project, shall increase its participation up to the amount stated in Resource Requirements and Financial Arrangements (Art. 5.3).

IT IS HEREBY AGREED BY THE PARTIES:

Art. 1 Nature and Extent of Co-operation

- 1.1. The Parties have agreed to establish a collaborative partnership, act in consultative manner and avail of each other's advisory services during the establishment and implementation of this Project in accordance with the respective obligations described in this Agreement to provide protection to the intended refugees and persons of concern (hereinafter referred to as "the Intended Population").
- 1.2. This Agreement including its appendices and annexes (hereinafter referred to as the "Agreement Documentation") referenced in Art. 13 sets out the terms of cooperation between the Parties and arrangements for Project implementation with a view of attaining the objectives of the Project.
- 1.3. This Agreement concludes and embodies previous discussions and negotiations by the Parties for jointly developing the Project in line with UNHCR's Global Strategic Priorities and Country Operation Plan and their shared common humanitarian commitment. This Agreement supersedes all prior agreements and understandings relating to the subject matter of this Agreement.
- 1.4. This Agreement shall form the basis of cooperation between the Parties in relation to the Project and any further agreements between the Parties in relation to the Project shall be subject to the terms of this Agreement.

Art 2. Duration of the Agreement

- 2.1. This Agreement shall enter into force on the date when the last of the Parties sign, unless for exceptional circumstances, the commencement date is set at an earlier date.
- 2.2. The Project shall be completed in accordance with the Implementation Period set out below:
- 2.2.1. Commencement of implementation: _____
- 2.2.2. Completion of implementation of Project activities: _____
- 2.2.3. End of the Project Liquidation Period: _____
- 2.3. The Project Liquidation Period is solely for the settlement of financial commitments entered into during the implementation period. Implementation of activities and new expenditures incurred during the Project Liquidation Period will be not accepted.

Art. 3. Project Identification

- 3.1. The Project title is:

- 3.2. Basic Project Data
- Implementer Code: _____
- Cost Centre(s): _____
- Situation(s): _____
- Population Planning Group(s): _____
- Goal(s): _____
- Office: _____
- 3.3. The Agreement Symbol is:
[UNHCR / Business Unit / YYYY / ABC / Pillar / Agreement Number / Amendment]
- 3.3.1. All correspondence, documents related to Project execution, reports, financial records and visibility relating thereto shall bear this Agreement Symbol.

Art 4. Project Reporting

- 4.1. The Partner shall submit to UNHCR in a timely manner Quarterly Project Reports as specified in Art. 4.3 and in order to support payment requests as well as provide other reports as specified in Art 4.4.

4.2. The Partner shall commit to submitting accurate reports that are free from any material misstatement. The acceptance of reports is subject to UNHCR verification, clarification, assurance and evaluation.

4.3. Quarterly Project Reports

4.3.1. Quarterly Project Reports are comprised of the Project Financial Report (Part 1); Project Performance Report (Part 2); and, Project Property Management Report (Part 3). The formats of the Quarterly Project Reports are set out in Annex E.

4.3.2. Quarterly Project Reports are to be submitted as follows:

- a) By 10 April for the period ending 31 March (Part 1);
- b) By 10 July for the period ending 30 June (Parts 1, 2 & 3);
- c) By 10 October for the period ending 30 September (Part 1);
- d) By 10 December- interim final report (pro forma) including any commitments that are foreseen for liquidation (Part 1); and
- e) By 15 February for the period ending 31 December final project reports (Parts 1, 2, 3 and Partner Personnel Table).

4.4. Other Reports

4.4.1. The Partner shall submit to UNHCR other reports, or report on a different schedule as specified in Art. 4.4.2 and/or as specified in Project Description (Annex A).

4.4.2. Other (specify titles and due dates):

4.4.3. UNHCR reserves the right to request in writing, if the need arises, ad hoc reports on activities pertaining to this Agreement. The Partner shall be informed in writing if the need arises for ad hoc reports and provided with sufficient advance notice for report preparation.

Art. 5. Resource Requirements and Financial Arrangements

5.1. Parties shall endeavor to raise funds and resources towards the Total Project Resource Requirements.

5.2. Total Project Resource Requirements

Cash

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$:

In-Kind

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$:

5.3. UNHCR's Contribution towards Total Project Resource Requirements

Cash

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$: _____ as detailed in Project Budget (Annex B).

In-Kind

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$ _____

5.4. UNHCR Remittance of Funds to Partner

- 5.4.1. UNHCR shall transfer the First Remittance (currency/amount) _____ within ten working days following the signing of this Agreement by the Parties, to the Partner's account as stated in Art 5.8.
- 5.4.2. UNHCR shall make all efforts to increase its contribution up to the amount stated in the Project Budget (Annex B) and Art. 5.3.
- 5.4.3. UNHCR shall, thereafter, and subject to availability of funds, make further quarterly remittances commensurate with satisfactory performance of the Project and in accordance with the Project liquidity status as evidenced by the Project Financial Report (Part 1), certifying that not more than 30% of all previous remittances received remain unspent.
- 5.4.4. UNHCR shall provide the remittances in the budgeted currency of the Project Budget (Annex B).
- 5.4.5. UNHCR shall not be liable for any pre-financed expenditure or obligations made in advance or in excess of remittances made unless expressly authorized by UNHCR and included in Project Budget (Annex B).

5.5. Indicative Cash Requirements

- 5.5.1. The indicative cash requirements for each quarter as stated below shall take into account the budgetary requirements of the Work Plan (Annex C).

For the period of	Date	Currency	Amount
-------------------	------	----------	--------

5.6. Partner Contribution towards Total Project Resource Requirements

5.6.1. The Partner shall endeavor to raise contributions and directly manage its contribution to support the Project.

5.6.2. The Partner shall inform UNHCR of any contribution in cash or in-kind received from sources other than UNHCR towards the Project.

Cash

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$:

In-Kind

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$:

5.7. Contributions by Others towards Total Project Resource Requirements

Cash

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$:

In-Kind

Currency	Amount	UN rate of exchange	USD Equivalent
----------	--------	---------------------	----------------

Total not exceeding US\$:

5.8. Interest-Bearing Bank Account

5.8.1. UNHCR shall transfer remittances to the Partner solely through deposit into an official separate interest-bearing bank account maintained by the Partner for purposes of the Project. The use of an interest-bearing pooled account requires the advanced approval

of the UNHCR Controller and must be indicated in this Agreement (Art. 5.8.3).

5.8.2. The Partner shall maintain UNHCR funds in a traceable and auditable manner.

5.8.3. Bank Account to which UNHCR should remit funds to the Partner
Bank name, address and clearing number:

Name of account holder:

Account title and number:

- If the adjacent box is ticked, it indicates that the account is a separate and interest-bearing account for UNHCR Project funds only. The Partner agrees any interest earned will be credited to UNHCR
- If the adjacent box is ticked it indicates that the use of the pooled account has been authorized by the UNHCR Controller. The Partner agrees that any interest earned will be apportioned and a fair proportionate share shall be credited to UNHCR.

5.9. Use of Funds

- 5.9.1. The Partner shall utilize UNHCR's funds solely towards the cost of implementing the Project in accordance with this Agreement. All expenses incurred by the Partner shall be consistent with its humanitarian and not-for-profit nature and in line with applicable standards and in compliance with principles of sound financial management.
- 5.9.2. Eligible Costs shall constitute: expenditures that are in accordance with Art. 5.9.1; are within the Implementation Period (Art. 2.2); and, that are backed by original verifiable supporting evidence.
- 5.9.3. The Partner shall not charge the same expenditure of any activity to two or more funds provided by UNHCR and/or other donors.
- 5.9.4. The Partner agrees to employ all reasonable efforts to ensure that such resources (a) are not knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity associated with terrorism as designated on the list maintained by the Security Council Committee established pursuant to Security Council Resolution 1267 (1999) and 1989 (2011) (available at <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>); (b) any other similar lists that may be established by the United Nations Security Council, including the list of individuals and entities maintained by the Security Council

Committee established pursuant to resolutions 751 (1992) and 1907 (2009) concerning Somalia and Eritrea; and/or, (c) are not used in any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations.

5.10. Transfer of Monies due to UNHCR from Partner

- 5.10.1. The Partner shall credit to UNHCR Interest Revenue earned or accrued on UNHCR Project funds as stipulated in Art. 5.8 and any Miscellaneous Revenue. Miscellaneous Revenue shall include, inter alia, proceeds or receivables from the sale or insurance claims of any item or property provided under the Project governed by this Agreement, where the purchase of such item or property has been funded by UNHCR. The Partner shall transfer the Interest Revenue and Miscellaneous Revenue in the same currency as it is generated unless otherwise agreed in writing by the Parties.
- 5.10.2. Any use of Interest Revenue and Miscellaneous Revenue during the course of the Project, including for Project-related activities, requires written authorization by UNHCR through amendment of the Project Budget (Annex B) and this Agreement.
- 5.10.3. All valid expenditures against the Project Budget (Annex B), Interest Revenue, Miscellaneous Revenue, outstanding receivables and unspent balances shall be reported in the Project Financial Report in a timely and accurate manner.
- 5.10.4. The Partner shall transfer to UNHCR all unspent balances and revenues within 14 days of UNHCR validation of the Final Project Financial Report. UNHCR reserves the right to offset such amount against any other amount payable to the Partner.
- 5.10.5. Where UNHCR has overpaid or where the Partner is found to have committed irregularities, fraud or misappropriation of UNHCR funds, UNHCR may take, all measures which it considers necessary, including recovery of the affected amount.
 - 5.10.5.1. The Partner shall repay UNHCR, within 30 days of the date of notice requesting such repayments. UNHCR reserves the right to offset such amount against any other amount payable to the Partner.

5.11. Application of Rate of Exchange

- 5.11.1. The currency of expenditure is same as the currency of funds transferred by UNHCR and stipulated in the Budget (Annex B). Expenditure in another currency should only take place in limited and necessary circumstances. In such cases, the Partner shall apply the most favorable official rate of exchange for the transaction.

5.12. Project Budget and Budgetary Transfers Level

5.12.1. The Project Budget is based on the cost of the expected output and deliverables as set out in the Project Budget (Annex B). The Parties shall commit to minimize administration and overhead costs and maximize resources to serve the Intended Population.

5.12.2. The Partner shall be authorized to make transfers up to 15 per cent within the Project Budget at the level set out in Art. 5.12.4. Budgetary transfers cannot be made to increase allocations for staffing costs and are subject to justified Project needs.

5.12.3. Any transfers exceeding 15 per cent shall be subject to authorization by UNHCR requiring revision of the Project Budget (Annex B) and amendment of this Agreement.

5.12.4. Level at which Budgetary Transfers Authorized: (check box)

Objective

Output

Account

5.12.5. The support of headquarters overhead costs for international non-governmental organizations and southern international non-governmental organizations that implement Projects in countries other than those where their headquarters is located is allowable up to a maximum 7 per cent of the Project Budget (Annex B).

5.12.5.1. The support of headquarters overhead costs is contingent on the eligible Partners making a matching contribution to the Project (in-kind or cash) and such contribution is recorded in Art 5.6.

5.12.5.2. This requirement may be waived at the discretion of UNHCR for southern international non-governmental organizations that face difficulties in raising the equivalent contribution. In such cases, the headquarters overhead support costs shall be budgeted as a direct cost and not exceed 5 per cent of the Project Budget subject to exclusions outlined in Art. 5.12.5.3.

5.12.5.3. The calculation of headquarters overhead support costs excludes the following from the Project Budget value: local procurement of goods; sub-contracts to a commercial goods/service provider sub-partner or other entity; and, cash and microcredit funds for the Intended Population.

5.12.5.4. The disbursement of the headquarters overhead support costs shall be proportionate to the quarterly remittances of UNHCR to the Partner.

Art. 6. Participation of the Intended Population

6.1. The Parties shall engage and encourage the active participation of the intended population in activities related to the planning, implementation, monitoring and evaluation of the Project, consistent with inclusionary practices and in compliance with UNHCR's Age, Gender and Diversity Policy: Working with people and communities for equality and protection (available at <http://www.unhcr.org/4e7757449.html>). The views, concerns and capacities of women, men, boys and girls of all ages and backgrounds affected by the Project activities should be solicited and built upon through regular participatory assessments and engagement. The intended impact on, and the participation of specific sub-groups of the population shall be specified in the Project Description (Annex A) and documented in subsequent performance monitoring and reporting. Attention shall be paid to avoid inadvertent negative impact of the Project on the Intended Population and the environment.

Art. 7. General Responsibilities of the Parties

- 7.1. The Parties recognize the unique nature of their partnership and agree to fulfill their respective obligations for undertaking the Project in conformity with the provisions and terms of their partnership as set out in this Agreement.
- 7.2. The Parties shall hold consultations and coordination meetings. Formal joint monitoring and review meetings should be held at least at mid-year and at the end of the Project in order to agree on the resolution of findings and to build on lessons learned to better the Intended Population. These joint reviews will be undertaken in good faith and take into account: the progress of the Project; working relationship of the Parties; the compliance of the Parties with this Agreement; and, the success and challenges of the Partner in meeting the agreed objectives as reflected in this Agreement.
- 7.3. Both Parties shall make clear in all their respective communications with the public, governments and other entities that the Partner is a legal entity separate from UNHCR, the United Nations and any other subsidiary body of the United Nations. In particular, whenever the Partner enters into a contract with a third party related to this Project, this contract shall state (i) that the Partner is a legal entity separate from UNHCR, (ii) that it is acting as an independent organization with its relevant governance structure and (iii) that it is not representing UNHCR in entering into the contract.

Art. 8. Participation and Obligations of UNHCR

8.1. In the spirit of partnership and to develop policies and implement strategies to best serve the Intended Population, UNHCR shall make reasonable endeavors to raise the required financial resources (Art. 5.3) and avail itself to fully cooperate and engage in mutual consultations with the Partner in order to support the Partner in the implementation of the Project.

8.2. UNHCR shall assist the Partner in the implementation of the Project by facilitating the coordination of the operation, strive to secure the collaboration of, and complementarity with, other humanitarian partners and stakeholders and act as a liaison with host government.

Art. 9. Participation and Obligations of the Partner

9.1. In the spirit of partnership and to develop policies and implement strategies to best serve the Intended Population, the Partner shall avail itself to fully cooperate and engage in mutual consultations with UNHCR and commits to carry out the Project with competence to achieve the desired results for the Intended Population in the manner described in this Agreement.

9.2. In the implementation of the Project, the Partner shall respect UNHCR's mandate; UNHCR's Global Strategic Priorities; and [relevant] UNHCR policies and guidelines related to the protection of refugees and other persons of concern including UNHCR's Age, Gender and Diversity Policy: Working with people and communities for equality and protection.

9.3. [The Partner acknowledges and confirms that it has read and understood the UNHCR GUIDANCE NOTE and the Partner understands that the terms and procedures contained therein apply to the Partner in the context of execution of this Agreement].

9.4. The Partner shall take all reasonable precautions to avoid any conflict of interest. There is a conflict of interests where the impartial and objective implementation of this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

9.5. Monitoring

9.5.1. The Partner shall establish and maintain a system for monitoring activities, performance and impact of the project using pre-defined objectives, outputs, indicators and targets as set out in the project description and work and monitoring plan. This includes the collection, analysis and sharing of data relating to project activities, performance and impact.

9.6. Maintenance of Project Records

9.6.1. The Partner shall maintain a separate file for original Agreement Documentation and all other essential records and documentation related to this Agreement, including: financial accounts; statements and evidence of payments and transactions; budget management; contractual arrangements; procurement; staffing; tangible project property; audit reports; performance and monitoring reports; oversight and administrative management; correspondence with UNHCR for at least six years following the completion of the Project.

9.7. Use of Project Property

- 9.7.1. Project Property shall be defined as any item of tangible property acquired with UNHCR funds (including UNHCR in-kind donations) valued at US\$ 5,000 or more per unit and having a serviceable life of at least one year. In addition, special items such as vehicles and boats, plant, telecommunications, computer and security equipment shall be regarded as tangible property irrespective of its acquisition value.
- 9.7.2. Project Property arrangements will be specified in a separate agreement entitled "Agreement for the Receipt and the Right of Use of Project Property".
- 9.7.3. The Partner shall be responsible for the proper custody, maintenance and for any damage, loss, theft, third party liability. In such events, the Partner shall notify UNHCR as soon as the incident takes place and may be liable for compensation to UNHCR. Any repairs or replacement to the Project Property using project funds must be authorized by UNHCR.
- 9.7.4. The Partner shall, for the protection of Project Property, obtain appropriate insurance against damage, loss, theft and third party liability. Funds received from insurance claims are to be credited to UNHCR as Miscellaneous Revenue. UNHCR is to be informed of the amount received and provided with a copy of all related documentation on the insurance claim and settlement immediately upon receipt of such funds.
- 9.7.5. The Partner shall establish and maintain property tracking records which allows for the tracking and recording of all Project Property. The Partner shall not dispose of Project Property without the prior approval of UNHCR.
- 9.7.6. The Partner shall provide a periodic Project Property Management Report, conduct regular physical inspections and facilitate periodic visits of UNHCR staff or persons duly authorized for the same purpose.
- 9.7.7. Project Property shall be transferred by the Partner to UNHCR upon completion of the Project; on demand of UNHCR; or upon termination of this Agreement, unless otherwise agreed upon in writing by the Parties.
- 9.7.8. Where UNHCR transfers the ownership of the Project Property to the Partner or a third party, the transfer shall be effected on the basis of a separate agreement entitled "Agreement on the Transfer of Ownership of Project Property".

9.8. Inspection, Monitoring, Audit

- 9.8.1. The Partner shall facilitate unhindered access and full and timely cooperation for visits, inspection, monitoring, verification, audit and evaluation of the Project and related subjects by authorized UNHCR staff, the UNHCR Internal Audit Division of the United Nations Office of the Internal Oversight Services, the UNHCR Inspector General's Office, the United Nations Board of Auditors or any other person duly authorized by UNHCR. Such activities may take place during the Project period or three years thereafter.
- 9.8.2. All UNHCR provided funds are subject to audit. UNHCR reserves the right to undertake the audit of Project Agreements of any value. The cost of the audit shall be paid directly by UNHCR to the audit service provider unless otherwise expressly agreed to in advance by the Parties in writing.
 - 9.8.2.1. An audit may cover matters related to the use and management of funds, accounting and internal control systems, achievement of Project objectives, reports and other matters related to the Project implementation and compliance of the Partner with this Agreement.
 - 9.8.2.2. The outcome of audit will be shared with the Partner within 15 days of report issuance to UNHCR. The Partner will be provided the opportunity to comment on the results of the audit. The Parties shall agree and take appropriate course of action for addressing any identified shortcomings.

9.9. Investigation and Ethical Considerations

- 9.9.1. Both Parties commit to carry out all their activities with the highest ethical and professional standards, both within their respective organizations and externally, in conformity with their humanitarian nature including efficient and cost-effective management and transparent reporting and communications, to maintain credibility, reputation and integrity and to attain the best results for refugees and other persons of concern.
- 9.9.2. Both Parties shall put in place policies to ensure their personnel do not derive personal benefit from activities that are directly a result of their involvement and work for the Partner and/or in connection with UNHCR.
- 9.9.3. Both Parties shall undertake to inform its personnel to refrain from any conduct that would potentially be perceived as having an element of conflict of interest or adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aim and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR.

9.9.4. Both Parties shall undertake all reasonable measures to prevent its personnel from exploiting and abusing refugees and other persons of concern and engaging in any form of behavior that could amount to misconduct. The failure of Partners to take effective measures to prevent such abuse or other misconduct, or failure to investigate allegations or to request UNHCR investigative support of the same and to take disciplinary and corrective actions when misconduct is found to have occurred, will constitute grounds for termination of this Agreement.

9.9.5. The Partner shall ensure close coordination with UNHCR regarding the planning and conduct of any investigation or administrative action in regard to allegations of such abuse and possible misconduct, and shall share with UNHCR the investigation report (or an edited summary of the report, to safeguard confidentiality). Where UNHCR deems it necessary and appropriate, UNHCR may conduct the investigation in coordination with the Partner and share the findings with the Partner. The attached Appendix 1 on Standards of Managing Misconduct, setting forth minimum investigation-related standards that partners are expected to have in place.

9.10. Partner Personnel

9.10.1. UNHCR and the Partner shall promote equal opportunity for female candidates and oppose child labor and the exploitation of labor.

9.10.2. The Partner shall make available the necessary and qualified human resources to implement the Project in accordance with this Agreement. Human resources are considered any persons who are directly hired and/or engaged to perform activities related to the Project including: permanent employees; fixed term hired; consultants; advisors; temporarily assigned; labor on wages; seconded personnel; volunteers; interns; refugees or other persons of concern; agents; and employees of subcontractors and similar service providers (hereinafter referred to as "Partner Personnel").

9.10.3. Nothing contained in, or relating to, this Agreement shall be construed as establishing or creating a contractual link or relationship between Partner Personnel and UNHCR, nor shall the Partner Personnel be considered in any respect as being UNHCR staff members.

9.10.4. The Partner shall establish written agreements with Partner Personnel, in accordance with the applicable regulations, including inter alia: a description of duties related to the Project; functional responsibilities; remuneration and other entitlements; duration of employment/engagement; terms of engagement; expected

conduct; and, provisions for the termination of the contract on the grounds of misconduct, incompetence or breach of confidentiality.

- 9.10.5. The Partner shall meet all the costs of Partner Personnel including salaries, wages and other emoluments and entitlements (such as social security, overtime, taxes, allowances, travel costs, daily subsistence allowance, termination costs, retrenchment etc.) at levels commensurate with established scales and in accordance with generally accepted standards and practices as defined in the applicable regulations and relevant national legislation.
- 9.10.6. The Partner shall ensure that Partner Personnel are fully insured against accidents at least at the same level accorded to nationals.
- 9.10.7. The Partner shall be fully responsible for all services performed by Partner Personnel and ensure that each member of Partner Personnel complies with this Agreement.
- 9.10.8. Partner Personnel shall respect the confidentiality of all information pertaining to Project, including any individual or group of the Intended Population, as stipulated in Art. 10.4.
- 9.10.9. Partner Personnel shall neither seek nor accept instructions regarding the activities under this Agreement from any external authority, [except as required by law].
- 9.10.10. UNHCR is not liable for the payment of remuneration, compensation or benefits payable or accrued to Partner Personnel. The Project Budget (Annex B) stipulates UNHCR's contribution (if any) towards Partner Personnel costs in the form of monthly flat rates per post within the Project period as stipulated in Art. 5.5.
- 9.10.11. Partner Personnel travel on behalf of, and warranted by, UNHCR must be budgeted separately and the agreed amounts shall be stipulated in the Project Budget (Annex B).
- 9.10.12. UNHCR may request that the Partner consults with UNHCR prior to recruitment of Partner Personnel. In such cases, these posts shall be jointly identified and required consultation stipulated in the Project Description (Annex A).
- 9.10.13. The Partner shall accurately and transparently record the contribution of UNHCR and other donors towards Partner Personnel costs for review and audit purposes. The Partner shall submit as specified in Art. 4.3 the Partner Personnel Table (Annex D) showing each member's name, functional title, period of engagement/employment and costs charged to the Project along with the periodic Project Financial Reports.

9.11. Status of Partner Personnel

- 9.11.1. [The Government shall be requested by UNHCR to grant to Partner Personnel, other than nationals of the country employed

locally or refugees, the privileges and immunities specified in Article V, Section 18, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.]

9.12. Assignment and Sub-Contracting to a Third Party

- 9.12.1. The Partner shall obtain prior written approval from UNHCR in the event that the Partner sub-contracts any aspect of the implementation of the Project to another non-profit partner, commercial contractor or any similar entities to perform any part of the Project implementation (hereafter referred as “Sub-contracted Agency”). The acceptance of a sub-contracting arrangement shall be reflected in the Project Description (Annex A) of this Agreement.
- 9.12.2. The Partner shall present in writing to UNHCR the rationale, the value-added, and the terms of any arrangement with the Sub-contracted Agency. The approval by UNHCR of the Sub-contracted Agency shall not relieve the Partner of any of its obligations under this Agreement. The Partner shall be fully responsible for all work and services performed by the Sub-contracted Agency for all acts and omissions committed by them or their employees and remain solely accountable to UNHCR.
- 9.12.3. The terms of any sub-contract shall be subject to, and shall be construed in a manner that is fully in accordance with this Agreement. The sub-contract shall provide that the Sub-contracted Agency shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the contract. The Partner shall include a provision analogous to Art. 5.9.4, 10.1, 10.2 and 10.4 in all sub-contracts or sub-agreements entered into by the Partner under this Agreement.
- 9.12.4. The Partner shall ensure that selection of any Sub-contracted Agency and commercial supplier is undertaken in a fair, transparent, and objective manner including rigorous selection criteria and formal competitive bidding, if the single or aggregate value, of purchases exceeds US\$ 5,000. Any exceptions from competitive bidding, such as availability from a sole supplier, must be justified and recorded in writing.
- 9.12.5. Payment to a Sub-contracted Agency and commercial supplier, shall be conditional upon the fulfillment of their contractual obligations, verified and inspected satisfactory delivery, receiving records, compliance with specifications and warranties.

See Appendix B for articles that will be added to the Agreement as applicable to the activities being carried out.

Art. 10. General Conditions

10.1. No Party to Benefit

10.1.1. The Parties to this Agreement guarantee that no member of the Partner, the Partner Personnel, UNHCR or the United Nations have been or will be offered any direct or indirect benefit arising from this Agreement or the award thereof.

10.2. Compliance with Law

10.2.1. The Partner shall, at its own expense, comply with all laws and regulations of its country of residence or operation, if different, and assume all liabilities and obligations imposed by any law or regulation with respect to its performance under this Agreement

10.3. Copyright, Patents and other Proprietary Rights

10.3.1. UNHCR shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, data base, with regard to products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Agreement.

10.3.2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Partner that pre-existed the performance by the Partner of its obligation under this Agreement, or that the Partner may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under this Agreement, UNHCR does not and shall not claim any ownership interest thereto.

10.3.3. At UNHCR's request, the Partner shall take all necessary steps, execute all pertinent documents and generally assist in securing such proprietary rights and transferring them to UNHCR in compliance with the requirements of the applicable law and of this Agreement.

10.3.4. Subject to the foregoing provisions, all maps, drawings, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Partner under this Agreement shall be the property of UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of the activities under this Agreement.

10.3.5. At the request of the Partner, UNHCR may grant a license, for a specific purpose, to use the product prepared or collected in consequence of or in the course of the execution of this Agreement.

10.4. Confidentiality and Data Protection

[Confidentiality

- 10.4.1. The Parties shall respect the confidentiality of all information pertaining to the Project, in particular of any personal data collected in the course of performing /executing this Agreement.
- 10.4.2. Information that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of this Agreement shall be held in confidence by the Recipient and shall be disclosed only upon the consent of the other Party in writing. In particular, the Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate, and use the Discloser’s Information solely for the purpose for which it was disclosed.
- 10.4.3. The Partner acknowledges that UNHCR’s Information, including Personal Data, is subject to privileges and immunities accorded to UNHCR and that as a result any Personal Data and Information disclosed by UNHCR hereunder or generated by the Partner hereunder is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNHCR. To ensure compliance with the privileges and immunities of UNHCR, the Partner shall segregate Information provided by UNHCR or generated by the Partner under this Agreement to the fullest extent possible. The Partner may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of UNHCR, the Partner shall give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 10.4.4. UNHCR may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 10.4.5. The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at

any time is developed by the Recipient completely independently of any disclosures hereunder.

Personal Data Protection

- 10.4.6. The processing of Personal Data of Intended Population is governed by the applicable UNHCR policies in the field of data protection and confidentiality. The Partner warrants and undertakes that it shall comply with such UNHCR policies on data protection and confidentiality pertaining to the Intended Population's Personal Data as UNHCR may notify the Partner from time to time, in addition to complying with the requirements of all data privacy laws applicable to the Personal Data that may be processed by the Partner under this Agreement.
- 10.4.7. The Partner warrants and undertakes on a continuing basis that when collecting Personal Data, it shall inform individuals of the specific purpose for processing the data, of the identity of the responsible persons within the Partner agency and UNHCR for processing their data, as well as the fact that the individual's data may be accessed by or transferred to UNHCR and its authorized staff.
- 10.4.8. Access to Personal Data should be restricted to Partner Personnel duly authorized by the Partner in agreement with UNHCR and only to the extent that such Partner Personnel needs to know or require access in order to perform their duties in relation to the Project. All Partner Personnel who is authorized to access Personal Data shall be made aware of the Partner's obligations in relation to personal data.
- 10.4.9. Exchange of Personal Data between the Parties should be limited to the minimum necessary for the specific purpose in question and duly taking into account the consent of the individual who provided his/her personal data to one of the Parties. No Personal Data may be transferred to any third party without UNHCR's consent.
- 10.4.10. The Partner warrants and represents that it shall only process Personal Data of beneficiaries in order to implement the Project and that it shall not allow any third parties to access the Personal Data except to the extent that it obtains the prior written consent of UNHCR.
- 10.4.11. The Partner warrants and represents that it shall put in place and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to the Personal Data in compliance with best industry standards.
- 10.4.12. The Partner shall promptly notify UNHCR of (a) any actual or suspected or threatened incident of accidental or unlawful

destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to the personal data, or a breach of Art. 10.4 and the Parties shall consult with a view to addressing, reacting to, and resolving the situation.

10.4.13. The Partner shall notify UNHCR within 5 working days of any complaint by an individual in respect of his/her personal data; and the Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

10.4.14. The obligations and restrictions in this Art. 10.4 shall be effective during the term of this Agreement, including any extension thereof, and shall remain effective following any termination of this Agreement, unless agreed between the Parties in writing.

10.4.15. After termination of this agreement, the Partner shall return all personal data fields collected for the performance of the agreement to UNHCR unless the Partner has explicit consent from the individual concerned and continues to act for the specific and legitimate purpose for which the personal data was originally collected.]

10.5. Visibility

10.5.1. The Parties agree to provide visibility and fully identify and acknowledge the funding and contribution towards the Project by each Party in Project reports, statements, advertisements and materials regarding the Project.

10.5.2. Neither Party is responsible for the contents of communication material prepared by the other Party and in addition the Partner must include the following disclaimer in its publications pertaining to the activities financed in whole or in part by UNHCR referencing to UNHCR's contribution: *"This publication has been produced with the assistance of the Office of the United Nations High Commissioner for Refugees. The contents of this publication are the sole responsibility of [the Partner] and can in no way be taken to reflect the views of UNHCR."*

10.5.3. The Partner is permitted to use UNHCR's name, acronym and visibility logo only for the purpose of giving effect to Art. 10.5. The UNHCR visibility logo is reproduced in Visibility/Logo (Annex F). The UNHCR visibility logo must be used in its integrity and may not be altered. The UNHCR visibility logo must appear in pantone blue 300 color or in black and negative, and must appear prominently and be presented separately from the Partner's logo.

10.5.4. UNHCR is permitted to use the Partner's name, acronym and visibility logo only for the purpose of giving effect to Art. 10.5. UNHCR is responsible for using the logo only to the extent to which the Partner provides UNHCR with clear, reasonable and

practical instructions similar to those provided in Art. 10.5.3. Such instructions should be included in Visibility/Logo (Annex F).

10.5.5. At UNHCR's request, the Partner shall provide visibility, as specified by UNHCR, to UNHCR's donors that are contributing funds for the Project.

10.6. Responsibility for Claims

10.6.1. UNHCR does not accept any liability for claims arising out of the activities performed by the Partner under this Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by Partner Personnel as a result of their work pertaining to the Project. The Partner shall be responsible for administering all claims brought against it by Partner Personnel. It is further understood that adequate medical and life insurance for Partner Personnel, as well as insurance coverage for service-incurred illness, disability or death, are the full responsibility of the Partner.

10.6.2. UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation by the Partner of the Project, the use of Project Property and which may be made against any of the Parties to this Agreement. The Partner shall be responsible for administering all claims made against UNHCR and its officials and persons performing services for UNHCR (hereinafter referred to "UNHCR Personnel"), arising as a result of the acts or omissions of the Partner or Partner Personnel.

10.7. Privileges and immunities

10.7.1. Nothing in this Agreement and its Annexes and Appendices (including Information disclosure) shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.

10.8. Force majeure and other changes in condition

10.8.1. If during the period covered by this Agreement, the Partner is prevented from carrying out its obligations referred to in this Agreement, this fact shall be reported to UNHCR, whereupon the Parties shall agree what arrangements, if any, shall be made to further implement, curtail or terminate this Agreement.

10.8.2. Should the number of the Intended Population, for whom assistance was foreseen under the Project, significantly change from the number originally envisaged, or if for any reason, changed circumstances reduce or increase the need for assistance in the amounts as originally foreseen, UNHCR shall be immediately informed so that, after mutual consultation, UNHCR may adapt its

participation in the Project to the new situation or discontinue it as the circumstances may warrant.

- 10.8.3. In the event of, and as soon as possible after the occurrence of, any cause constituting force majeure, the Partner shall give notice and full particulars in writing to UNHCR, of such occurrence or change if the Partner is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.
- 10.8.4. Force majeure as used herein [means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Partner]. The Partner acknowledges and agrees that, with respect to any responsibilities under this Agreement that the Partner must perform in areas in which UNHCR is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under this Agreement.

10.9. Amicable Settlement and Arbitration

- 10.9.1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- 10.9.2. Any dispute, controversy or claim between the Parties arising out of this Agreement or the breach, termination or invalidity thereof, unless settled amicably in accordance with Art. 10.9.1 above within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall consist of one arbitrator agreed to by the Parties and appointed in accordance with the UNCITRAL Arbitration Rules. If the Parties cannot agree on the selection of a single arbitrator, then they may appoint each one arbitrator who shall choose the third arbitrator. In the event of

disagreement as to the nomination of the third arbitrator, the latter shall be appointed by the Chairman of the Court of Arbitration of the International Chamber of Commerce. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute. The place of arbitration shall be Geneva. The proceedings shall be conducted in English.

- 10.9.3. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only."
- 10.9.4. Except as otherwise set forth in this Agreement, any arbitral proceedings in accordance with Art. 10.9, arising out of this Agreement must be commenced within three years after the cause of the action has occurred.

10.10. Termination

- 10.10.1. Either Party may terminate this Agreement without cause at any time by giving 60 days prior written notice to the other Party.
- 10.10.2. In event of termination, both Parties shall strive to ensure there is no adverse impact on the Intended Population.
- 10.10.3. UNHCR may terminate this Agreement with cause at any time with immediate effect by giving written notice to the Partner. For this purpose, cause is defined as:
- a) At any time, if the Partner is sanctioned by the UN Security Council Committee on Sanctions pursuant to resolutions 751 (1992), 1267 (1999), 1907 (2009) 1989 (2011), or any other resolutions or that the Partner has been evidenced supporting, directly or indirectly, individuals and entities associated with those sanctioned by the Committee or any other involved any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations.
 - b) Violation of laws, child labor, corruption and anti-personnel mine manufacture.

- c) The failure of the Partner to take effective measures to prevent abuse, misconduct of its personnel, or failure to investigate allegations of the same and to take disciplinary and corrective actions when misconduct is found to have occurred.
- d) Refusal or failure to execute any substantial work, or separable part thereof, or serious violation of this Agreement, UNHCR may terminate this Agreement, including a violation that damages the credibility or reputation of UNHCR.
- e) A significant curtailment of UNHCR's mandate, funds or activities that renders the continuation of this partnership no longer possible.
- f) Should the Partner be adjudged bankrupt, or be liquidated or become insolvent, or should the Partner make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Partner, UNHCR may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Agreement forthwith. The Partner shall immediately inform UNHCR of the occurrence of any of the above events.

10.10.4. Upon written notice of termination of this Agreement pursuant to Art. 10.10.1 or 10.10.3, the Partner shall, except as may otherwise be directed by UNHCR, take immediate steps for the orderly conclusion of activities whilst reducing expenses to a minimum, refrain from undertaking any further or additional commitments under this Agreement, the withdrawal of personnel, transfer to UNHCR all completed works or works partly performed, settle or terminate all contractual liabilities, settle financial obligations and render a final financial and narrative account to UNHCR within the timeframe specified by UNHCR.

10.10.5. In the event of any termination, no payment shall be due from UNHCR to the Partner except for work and services satisfactorily performed in conformity with this Agreement prior to the receipt of termination notification. UNHCR shall not be liable for any expenditure or obligations made in advance or in excess of remittances actually made, unless these were expressly authorized by UNHCR. Such payment shall relieve UNHCR from any further obligations under this Agreement or liability for compensation.

10.10.6. In the event of any termination, the Partner shall transfer to UNHCR all unspent funds, revenues and other assets provided under this Agreement.

10.10.7. The Partner shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Art. 10.10.3 above, and resulting from or relating to a termination of the Project activities, even if the Partner is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent.

Art. 11. Amendments

11.1. The revision of any term of this Agreement including its implementation period and liquidation date shall be made upon mutual consultations and consent between the Parties. Such a revision shall only be made prior to the expiration of this Agreement in the prescribed form for Agreement Amendment and signed by the Parties.

Art. 12. Contact and Addresses

12.1. Partner

Full name and address of Partner:

Phone and Fax numbers:

Registered Charity number, or entity establishment and Place of Registry (as applicable):

Full name, title and address of the authorized person designated by the Partner to sign the Agreement:

E-mail:

Phone and Fax number:

Full name, title and address of the authorized person designated by the Partner for the management of the Agreement at Field level (if different than above):

Email: _____

Phone and Fax Numbers: _____

12.2. UNHCR

Full name, title, address of the contact person designated by UNHCR for the management of the Agreement: _____

Email: _____

Phone and Fax Numbers: _____

Art. 13. Annexes and Appendices

13.1. Signature by the Partner of this Agreement constitutes formal approval of its Agreement Documentation listed below, the respective cover pages of which have been initialed by the Parties upon signature:

- a) Standards of Managing Misconduct set out in Appendix 1
- b) Project Description set out in Annex A
- c) Project Budget set out in Annex B
- d) Project Workplan set out in Annex C
- e) Partner Personnel Table Annex D
- f) Project Report Formats Annex E
- g) Visibility (Logo) Annex F
- h) Project Property Management (as applicable)
- i) [List of additional Annexes if any]

SIGNED IN _____ ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:

UNHCR

THE PARTNER

Signature: _____

Name: _____

Title: _____

Date: _____

Place: _____

APPENDIX 1

STANDARDS OF MANAGING MISCONDUCT

This Appendix 1 sets out the responsibilities of the Partner with regards to having in place minimum standards of conduct for managing misconduct, as referred under in Art. 9.5, Standard Clause on Investigation and Ethical Considerations and summarized below. It contains:

- a listing of types of misconduct;
- a set of recommended minimum investigation standards; and
- standards on ensuring protection from sexual exploitation and abuse.

Partners are expected to have investigation policies, procedures and standards in place as outlined below, or at least have a plan and timeframe in place for the progressive realization thereof.

1. Types of misconduct:

Misconduct is defined as “a failure by a staff member to observe the rules of conduct or the standards of behavior prescribed by an organization, referred in this document as to the Partner in line with the Agreement”.

The Standard Clause covers all types of misconduct, to include, but not limited to:

- Sexual harassment
- Work place harassment and abuse of authority
- Theft
- Assault or threats
- Non-compliance with local laws that are compatible with internationally-recognized norms and standards
- Breach of confidentiality
- Sexual exploitation and abuse
- Fraud (including entitlement fraud)
- Corruption
- Gross negligence or mismanagement
- Discrimination
- Conflict of interest
- Misrepresentation or false certification on claims or benefits
- Misuse of assets (including office equipment, files and vehicles)

- Risk of life to staff or others
- Substantial violations of principles and terms of this Agreement
- Procurement violations
- Act or behavior discrediting the UN, or that could impact severely on UNHCR's reputation

2. Minimum standards to have in place in relation to investigations:

The Partner is expected to investigate allegations of abuse, corruption, fraud and other possible misconduct. As such, the Partner must have minimum investigation standards and procedures in place, or a plan to develop and/or improve them, in order to be able to take effective preventive and investigative action. The minimum standards should include the following:

- a Code of Conduct policy
- a Complaints Mechanism
- Investigation Guidelines
- Where multiple partners are implicated, procedures for conducting a joint investigation when warranted
- Human resources policies on confidentiality, information disclosure, staff induction and staff development
- Policies on child protection, sexual exploitation and abuse, whistleblowing, fraud, and other areas relevant to investigation
- A disciplinary system
- Trained investigators (or alternatively, collaboration with another Partner to utilize investigators or an investigation roster or pool from elsewhere)
- Financial resources to carry out investigations when required.

3. Ensuring Protection from Sexual Exploitation and Abuse:

Sexual exploitation and abuse is a type of misconduct. Definitions and types of sexual exploitation and abuse are summarized below:

Sexual exploitation and sexual abuse may occur in many different forms. Sexual exploitation is defined as any abuse of a position of vulnerability, differential power or trust for sexual purposes; this includes profiting monetarily, socially or politically from the sexual exploitation of another. Sexual abuse is actual or threatened physical intrusion of a sexual nature, including inappropriate touching by force or under unequal or coercive conditions.

1. Sexual exploitation and abuse by personnel working on Project(s) funded by UNHCR, constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including dismissal.

2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
3. Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes any exchange of assistance that is due to beneficiaries.
4. Sexual relationships between personnel working on Project(s) funded by UNHCR, and beneficiaries of assistance undermine the credibility and integrity of the work of the UN, and UNHCR in particular, and are strongly discouraged since they are based on inherently unequal power dynamics.
5. Where personnel working on UNHCR Project(s) develop concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether he or she is working for the same Partner or not, he or she must report such concerns via established reporting mechanisms.
6. Partners working on UNHCR-funded Project(s) are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

These six standards are not intended to be an exhaustive list. Other types of sexually exploitative or abusive behavior may be grounds for disciplinary measures, including dismissal. In entering into cooperative arrangements with UNHCR, partners undertake to inform their personnel of the six core principles listed above and work to ensure adherence to them. By signing a Project Agreement with UNHCR, the Parties to the Agreement undertake to abide by and promote these principles.

Appendix B: Articles Specific to Specialized Project activities

9.13 Procurement from Commercial Suppliers

Tick if bulk procurement of goods and services is applicable to the Agreement

9.13.1 The Partner shall carry out all procurement under this Agreement in accordance with “UNHCR Guidelines to Partners for Procurement”.

If the adjacent box is ticked, UNHCR has granted the Partner Pre-qualified for Procurement status after the review and determination that the Partner’s own procurement procedures are comparable to UNHCR Guidelines to Partners for Procurement.

If the adjacent box is ticked, any procurement to be undertaken as part of this Agreement is subject to the UNHCR Guidelines to Partners for Procurement. By signing this Agreement, the Partner commits to apply and comply with the Guidelines.

9.13.2 Non-arm’s length transactions

9.13.2.1 Only under exceptional circumstances, and with the prior approval of UNHCR, may a contract for purchase of goods and/or services be concluded with other departments of the Partner that is signatory to this Agreement, or with commercial entities in which the Partner or its senior management have a direct or indirect interest.

9.13.3 Selection and Payment to Sub-contracted Agencies and Commercial Suppliers

9.13.3.1 The Partner shall ensure that selection of any Sub-contracted Agency and commercial supplier is undertaken in a fair, transparent, and objective manner including rigorous selection criteria and formal competitive bidding, if the single or aggregate value, of purchases exceeds US\$ 5,000. Any exceptions from competitive bidding, such as availability from a sole supplier, must be justified and recorded in writing.

9.13.3.2 Payment to a Sub-contracted Agency and commercial supplier, shall be conditional upon the fulfillment of their contractual obligations, verified and inspected satisfactory delivery, receiving records, compliance with specifications and warranties.

9.13.4 Consignments, Importation, Insurance, Taxation and Customs

9.13.4.1 The Partner shall designate UNHCR as the consignee for procurement, with UNHCR funds, of Project Property, as defined in Art. 9.4.

9.13.4.2 The Partner shall lodge, or provide the necessary information in order for UNHCR to lodge insurance claims for receipt of damaged goods. Such claims shall be made within the specified time following delivery with the relevant insurance company and according to the terms and conditions for the lodging of claims as stated in the relevant insurance policy. If the settlement of any insurance claim results in a

reduction in price or in reimbursement in cash, this shall be reflected in the Project accounts.

9.13.4.3 International procurement arrangements shall be on Carriage and Insurance Paid terms (CIP terms-incoterms 2000) by surface or airfreight up to final destination or minimum to the port of disembarkation. The arrival schedule in one or several consignments shall be agreed with UNHCR.

9.13.4.4 The Partner shall maximize the use of any tax exemptions available under its charitable status for the procurement of goods and services. In situations, where goods and services bought by the Partner may be subject to customs duty or taxation, the Partner shall consult with UNHCR on whether and how these payments may be exempted under the applicable international and national legal instruments.

9.13.4.5 The Partner shall ensure that all customs and registration documents, licenses and operating permits which may be required for the importation of Project supplies and the operation of equipment will be applied for in ample time prior to the forecasted importation date in order to avoid delays at the port of entry. The Partner shall indicate to the competent authorities that the Project supplies are bought with UNHCR funds.

9.13.4.6 UNHCR shall make every effort to assist the Partner in clearing all equipment and supplies foreseen and necessary for the implementation of this Project through customs at places of entry into the country where activities related to the Project are to take place.

9.14 Cash Assistance to the Intended Population

Tick if cash assistance to the Intended Population is applicable to the Agreement.

9.14.1 The Partner shall effect payment (cash, bank cards, electronic, voucher or any other form of transfer) to the Intended Population only when the Project Description (Annex A) and the Project Budget (Annex B) provide for such payments to be made.

9.14.2 The Partner shall establish procedures, criteria and financial controls for cash assistance in accordance with UNHCR policy and in consultation with UNHCR, inter alia:

- a) A system for tracking, recording and reporting transactions including, order receipts and receipt and release of cash. If a preferential tracking system exists, the partner will comply with that system.
- b) The latest information on distribution statistics, including a summary statement with the periodic Project Performance Report.
- c) A monitoring system for the cash/voucher transfer to ensure compliance with the agreed procedures, principles and proper end-use of transfer, including participation in on-site distribution and post-distribution monitoring activities.

9.15 Building and Construction

Tick if the construction of permanent or semi-permanent structures or infrastructure is applicable to the Agreement.

9.15.1 The Partner shall:

- a) Deliver the agreed construction of structures/infrastructure in accordance with the standard and quality indicated determined by given technical specifications, costs, time and place as situated in the Project documentation;
- b) Subject to the requirements of Sub-contracted Agencies, if the Partner awards a contract to third parties for construction, the Partner shall ensure that the contract is established in accordance with competitive bidding and professional and technical standards and practices, and includes conditions that, inter alia, provide that:
 - c) The contractor shall complete the work as per date and standard quality specified in the Project Description attached to the Agreement. Failure to meet this deadline will normally incur a financial penalty payable by the contractor and calculated according to a daily or weekly rate for any delay;
 - d) Except for any reasonable initial down payment that may be required according to the prevailing practice, payments to the contractor against the construction cost as shown in the tender document are made only on work performed. Normally, aggregate amounts due on or by completion of the works will not exceed 90 per cent of the total contract price; the balance of 10 per cent being withheld as a retention that will not be paid until the satisfactory completion of all work has been verified at the end of the warranty period. Initial down payments will be deducted from subsequent payments to be made against submitted invoices;
 - e) If, during the course of construction, it becomes apparent that the contractor is for any reason unable to fulfill his/her obligations under the contract or if he/she delays or neglects to complete the building within the time prescribed and fails to proceed with such work, then a second contractor may be employed to complete the building and be authorized to use any plant materials and property of the first contractor upon the ground;
 - f) Any defects that appear within a specified warranty period after completion shall be made good within a reasonable and agreed time by the contractor at his/her own cost. The duration of the warranty period will be in accordance with that established under normal practices and agreed time, but should in no instance be less than six months, and should be included in the formal terms of the contract;
 - g) Following a final inspection of the building(s) by the supervising surveyor or engineer, a delivery document will be signed by the parties to the contract indicating the date on which the hand-over has taken place, stating that the building has been constructed in conformity with the provisions of the building contract the approved plans and the technical specifications and that it is in respect of the quality standard required. Normally the hand-over will only take place once all work has been satisfactorily completed. If, however, in exceptional circumstances delivery takes place before that time, the delivery document will refer in detail to all outstanding work to be performed and will

describe all apparent shortcomings and defects. The delivery document will also provide the date from which the guarantee provisions come into operation. This date will normally be the date of handover or when all work is finally completed, whichever is later;

- h) The Partner shall submit a written document listing all outstanding guarantee amounts, warranty period, name of the contractor and payable person, along with the contract, for outstanding commitments under this Agreement, beyond the Liquidation Period. If the warranty period for settlement after verification of satisfactory completion of work extends beyond the Liquidation Period of the Project, the Partner will remit the Guarantee amount withheld pursuant to paragraph XX above to UNHCR. UNHCR and the Partner shall enter a subsequent Project Agreement to cover the withheld guarantee amount, or establish a bank bond that would only be released by the consent of UNHCR in writing to the issuing bank.
- i) In accordance, with local practice and the availability of appropriate insurance, ensure that all buildings for which the overall final construction cost will exceed US\$ 20,000, or its equivalent in local currency at the United Nations official rate of exchange, are at all times during the course of construction kept adequately insured with a company of repute in the full value thereof against loss or damage by fire, lightning, flood, storm or such other hazards as may be considered advisable, until all work has been completed, or in those cases where a contractor is employed, until such time as the building has been formally handed over by the contractor. Thereafter, and for as long as the building is being used for the purposes of the Project, similar insurance coverage shall be maintained in the full replacement value thereof at the user's own cost.

9.15.2 The Partner shall ensure that all structures constructed under this Agreement are used exclusively for the purpose of the Project as specified in the Project Description (Annex A) and any other agreements referenced in Art 9.4.

9.15.3 The Partner shall discuss with UNHCR, at least 90 days prior to the termination of the Project governed by a UNHCR Agreement, the future use of all such buildings thereafter. Under no circumstances shall such buildings be disposed of or earmarked for disposition before consultations with UNHCR.

9.15.4 With prior written UNHCR consent, the Partner may execute an agreement during the course of the Project governed by a UNHCR Agreement, formally handing over to a UNHCR designated party the ownership or right of use of the buildings. The Transfer of Ownership of UNHCR Project Property or the Agreement on the Right of Use of UNHCR Project Property shall only be provided by UNHCR as, appropriate.

9.16 Food and Non-Food Items

Tick if the storage, warehousing and/or distribution of food and non-food items are applicable to the Agreement.

9.16.1 The Partner shall:

- a) Comply with the distribution principles for the distribution of agreed assistance package of food and non-food items to the agreed lists of beneficiaries as distribution guidelines, in particular those ensuring that distribution is equitable, effective, timely, involves refugee women at all levels and in all phases of the process and protects vulnerable groups from exploitation and abuse and consult with UNHCR before distributing any other item not part of the agreed assistance package.
- b) Comply with terms stated in signed “the Triplicate Agreement, between UNHCR, WFP and the Partner on the Distribution of Food Assistance” and other relevant agreement including distribution modalities and responsibilities for reporting on the distribution and the use of food commodities, food and non-food distribution scales
- c) Establish and maintain a commodity tracking system that allows for the tracking and recording of all ordering receipts and the reception and release of food and non-food items.
- d) Periodically, as requested by UNHCR, provide the latest information on the stock balance, including a summary statement with the periodic Project Performance Report.
- e) Conduct regular physical inspections of stocks and facilitate periodic visits of UNHCR staff for the same purposes.
- f) Check the quality and quantity of the food and non-food items upon receipt, immediately notifying UNHCR of any loss or damage observed, or goods delivered that do not comply with contractual specifications as well as monitor expiry dates of food.
- g) Monitor the distribution of food and non-food items effectively in order to ensure compliance with the agreed procedures and principles and actively participate in post-distribution monitoring activities aimed at assessing the end-use of relief items by the intended population as defined in the Project Description (Annex A).

9.17 Revolving Loan Funds

Tick if the establishment and/or management of a Revolving Loan Fund is applicable to the Agreement.

9.17.1 Management of Fund

9.17.1.1 The Partner shall:

- a) Manage the Revolving Loan Fund in compliance with UNHCR policy and in consultation with UNHCR.
- b) Not disburse any loans to the Intended Population before a separate agreement entitled “Agreement on the Transfer of a Grant pertaining to UNHCR Revolving Loan Funds” has been concluded with UNHCR;
- c) Not use the loan repayments and related interest for any other purpose than that provided for in the initial Project Agreement establishing the loan fund, unless with the written approval of UNHCR.

9.17.2 Ownership and Handover

9.17.2.1 The Partner shall:

- a) Conclude a separate “Agreement on Transfer of a Grant pertaining to UNHCR Revolving Loan Funds” with UNHCR in order to obtain ownership of the revolving loan funds that are part of the Agreement. Until such date, the funds remain the property of UNHCR;
- b) Submit narrative and financial reports as specified in the Agreement on Transfer of a Grant pertaining to UNHCR Revolving Funds, during the entire period of the four years covered by the said Transfer Agreement;
- c) Not change the purpose of the Revolving Loan Fund Grant unless justified by a careful assessment involving all co-funders.

9.18 Public Health and Nutrition

Tick if the implementation of public health and or nutrition programmes is applicable to the Agreement.

9.18.1 The Partner shall:

- a) Comply with the implementation of Primary Health care principles with a focus on a combination of preventative and primary health care through a public health and community based approach and adhere to the UNHCR policies and guidance that have been established for the implementation of public health programmes, these include standards on adequate human resources for public health and nutrition programmes, as well as UNHCR essential medicine and medical supplies policy and guidelines (<http://www.unhcr.org/4f707faf9.html>). The establishment of laboratories in UNHCR supported primary health care facilities (<http://www.unhcr.org/4f707fd49.html>), and Epidemic preparedness & response in refugee camp settings – (<http://www.unhcr.org/4f707f509.html>) and for medical referral care to UNHCR’s principles and guidance for referral health care for refugees and other persons of concern. (<http://www.unhcr.org/4b4c4fca9.html>) and its country specific standard operating procedures for referral care, and UNHCR policies and guidance on the implementation of HIV programmes, Antiretroviral Medication Policy for Refugees, UNHCR (<http://www.unhcr.org/45b479642.html>) and UNHCR Policy Statement on HIV Testing and Counseling in Health Facilities (<http://www.unhcr.org/4b508b9c9.html>).
- b) For urban and out of camp situations, comply with the principles of the urban operational guidance for ensuring access to healthcare - Operational guidance for refugee protection and solution in urban areas. <http://www.unhcr.org/4e26c9c69.htm>, and for medical referral care to UNHCR’s principles and guidance for referral health care for refugees and other persons of concern. (<http://www.unhcr.org/4b4c4fca9.html>) and its country specific standard operating procedures for referral care
- c) Comply with the CMAM (Community Management of Acute Malnutrition) for the implementation of all nutrition programmes (<http://info.refugee-nutrition.net/> and <http://www.unhcr.org/4b7421fd20.html>), the UNHCR milk

and milk product policy and comply with the UNHCR Standardized Expanded Nutrition Survey (SENS) Guidelines, <http://info.refugee-nutrition.net/> for the implementation of nutritional surveys.

- d) Establish and maintain active assessment, monitoring and analysis of the health and nutrition situation by using the health information system and where applicable in out of camp or urban situations use the urban health information tools that have been developed. (<http://twine.unhcr.org/app/public.php>)

9.19 Water, Sanitation and Hygiene (WASH)

Tick if the implementation of public health and or nutrition programmes is applicable to the Agreement.

9.19.1 The Partner shall:

- a) Comply with the UNHCR water quantity, water quality & sanitation minimum standards for the implementation of all WASH programmes;
- b) Follow implementation protocols described in the UNHCR WASH manual for operational interventions in all WASH activities;
- c) Establish and maintain active assessment, monitoring and analysis of the WASH programmes by using the UNHCR WASH monitoring system. (<http://twine.unhcr.org/app/public.php> and comply with the UNHCR standardized KAP (Knowledge, Attitude and Practices) surveys protocol for the implementation of WASH programmes and as a reference to implement WASH strategies.

9.20 Sexual and Gender-Based Violence (SGBV)

Tick if the implementation of SGBV prevention and response programmes is applicable to the Agreement.

9.20.1 The Partner shall:

- a) Comply with UNHCR's global SGBV strategy Action Against Sexual and Gender-Based Violence (<http://www.unhcr.org/4e1d5aba9.html>) and focus on preventive and response programmes for women, girls, men and boys at risk of SGBV, giving specific consideration to the protection of children, persons with disabilities, older persons, LGBTI persons and persons engaged in survival sex.
- b) Apply the principles of confidentiality, informed consent, and respect for the wishes of survivors in all SGBV-related programmes as outlined in UNHCR's guidelines Sexual and Gender Based Violence against Refugees, Returnees and Internally Displaced Persons (<http://www.unhcr.org/3f696bcc4.html>).
- c) Collect, store and analyze SGBV data and facilitate the safe and ethical sharing of these data according to a pre-defined protocol following the principles of the GBV Information Management System (<http://www.gbvims.org/>). Referral of information should be done in a way that does not put the source of information or the person(s) referred to in danger.

- d) Comply with IASC guidelines for GBV interventions in humanitarian settings (<http://www.unhcr.org/453492294.html>) to establish a set of minimum multisectoral interventions to prevent and respond to SGBV at the onset of an emergency.
- e) Establish and maintain a monitoring mechanism for SGBV prevention and response programmes.

9.21 Protection of Children

Tick if programming relating to the protection of children is applicable to the Agreement.

9.21.1 The Partner shall:

- a) Comply with the policies, principles and objectives set out in UNHCR’s global Education Strategy (<http://www.unhcr.org/5149ba349.html>), especially when it comes to working in partnership with local education authorities and Ministries of Education;
- b) For urban and out of camp situations, comply with the principles of the urban operational guidance for ensuring access to education - Operational guidance for refugee protection and solution in urban areas (<http://www.unhcr.org/4ea9552f9.pdf>);
- c) Be guided by the principles and standards set out in the INEE (Inter-agency Network for Education in Emergencies Minimum Standards for Education in Emergencies: Preparedness, Response, Recovery (www.ineesite.org/en/minimum-standards));
- d) Bolster the protection of boys and girls of concern to UNHCR, as well as teachers and education personnel by ensuring and promoting safe learning environments, free from violence and exploitation and by supporting conflict-sensitive planning and programming (<http://www.ineesite.org/en/education-fragility/conflict-sensitive-education>);
- e) Establish and maintain a monitoring mechanism for education activities, project performance and impact. This includes data collection and management in line with national Education Management Information Systems (EMIS) where applicable.

9.22 Education

Tick if programming relating to education programmes is applicable to the Project.

9.22.1 The Partner shall:

- a) Comply with the policies, principles and objectives set out in UNHCR’s global Education Strategy (<http://www.unhcr.org/5149ba349.html>), especially when it comes to working in partnership with local education authorities and Ministries of Education;
- b) For urban and out of camp situations, comply with the principles of the urban operational guidance for ensuring access to education - Operational guidance

for refugee protection and solution in urban areas
(<http://www.unhcr.org/4ea9552f9.pdf>);

- c) Be guided by the principles and standards set out in the INEE (Inter-agency Network for Education in Emergencies Minimum Standards for Education in Emergencies: Preparedness, Response, Recovery ([ww.ineesite.org/en/minimum-standards](http://www.ineesite.org/en/minimum-standards));
- d) Bolster the protection of boys and girls of concern to UNHCR, as well as teachers and education personnel by ensuring and promoting safe learning environments, free from violence and exploitation and by supporting conflict-sensitive planning and programming (<http://www.ineesite.org/en/education-fragility/conflict-sensitive-education>);
- e) Establish and maintain a monitoring mechanism for education activities, project performance and impact. This includes data collection and management in line with national Education Management Information Systems (EMIS) where applicable.