

Agreement Symbol: Business Unit / YYYY /MY/ Agreement Number



Partner Logo or
Stamp

MULTI-YEAR

PARTNERSHIP AGREEMENT

UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES BETWEEN

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

(hereafter: "UNHCR")

AND

(hereafter: "Partner")

(Both hereafter referred to as "Parties")

PREAMBLE

- i. GIVEN that UNHCR is a subsidiary organ of the United Nations, 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 that 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 Parties have agreed to establish a collaborative partnership to protect refugees and other persons of concern and endeavor to find solutions for refugees and other persons of concern (hereafter: "Population of Concern");
- iv. GIVEN that the Parties have agreed to fully cooperate and act in a consultative manner, as outlined in this Partnership Agreement (hereafter: "this Agreement"), and to avail of each other's advisory services during the establishment and implementation of this Agreement
- v. GIVEN that the Parties undertake to jointly develop and maintain a quality partnership based on a shared humanitarian commitment to:
 - a. The protection of refugees and other persons of concern to UNHCR and enhancing the human dignity and well-being of the persons served; and

- b. The Principles of Partnership (<http://www.unhcr.org/5735bd464>) endorsed by the Global Humanitarian Platform on 12 July 2007 to act in a spirit of equality, transparency, responsibility, result-oriented approach and complementarity.
- vi. GIVEN that the participation of UNHCR in establishing and contributing to this Project is in accordance with the principles of the humanitarian and non-political mandate of UNHCR and the rules and regulations governing UNHCR;
- vii. GIVEN that the Partner is the sole implementing partner to which UNHCR engages to undertake 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;
- viii. GIVEN that funds have been made available by UNHCR in the amount stated as the First Instalment in Art. 6.5 for the purpose specified in this Agreement;
- ix. GIVEN that the Parties shall make reasonable endeavors to raise resources, funds, and subject to their availability and to actual performance of the Project in accordance with this Agreement. UNHCR shall increase its participation up to the amount stated in Resource Requirements and Financial Arrangements (Art. 6.3).

THE PARTIES HAVE AGREED:

Article 1 – Definitions; Interpretation

1.1 Capitalized terms used in this Agreement shall have the meaning ascribed to them either in the body of this Agreement or in Appendix 1 (Definitions).

Article 2 – Nature and Extent of Co-operation

2.1 This Agreement establishes a Project to which UNHCR contributes resources, and for which the Partner accepts the contribution to carry out the Project under its own responsibility.

2.2 This Agreement forms the basis of cooperation and defines the expected contributions, roles, responsibilities and obligations of the Parties in relation to implementing the activities and achieving the desired results of the Project.

2.3 The Parties recognize the unique nature of their partnership and commit to fulfill their respective obligations for undertaking the Project with competence to fully achieve the desired results in a timely, efficient, effective and transparent manner, and in accordance with the provisions and terms set out in this Agreement, with full regard for core values of the United Nations and the mandate of UNHCR.

2.4 This Agreement concludes previous discussions, negotiations and embodies agreement between the Parties for jointly developing the Project in line with UNHCR's Global Strategic Priorities, UNHCR's Operations Plan and their shared common humanitarian commitment.

2.5 This Agreement sets out the essential elements of the Project and relevant obligations of the Parties, such as expected deliverable results and performance, timeframe and resources in relation to achieving the desired results of the Agreement.

Article 3 – Duration of this Agreement

3.1 This Agreement shall enter into force on the date when the last of the Parties signs, and shall govern the relationship of the Parties as of that date, except if exceptionally the implementation of the Project began at an earlier agreed date as indicated in Art. 3.2 in which case this Agreement shall govern the relationship of the Parties since such earlier date.

3.2 This Agreement shall have a multiyear duration as set out in Art 3.3. UNHCR financial contribution will be allocated over the course of the entire duration of the Project Implementation Period, with the first year being considered as the first implementation year and the subsequent years as forecasted implementation years. Subject to availability of funds, operational needs and Partner's performance, the allocation of funds for the following forecasted implementation year shall be confirmed no later than 15 December of each year prior to the start of the following implementation year through an amendment to the Agreement. If no amendment is agreed upon by the Parties by such deadline, the Agreement will automatically terminate at the end of the current implementation year and the obligations relating to the Project Liquidation Period shall apply.

3.3 The activities of Project shall be undertaken in line with the Project Work Plan/Instalment Plan (Annex C) and shall be completed within the Project Implementation Period set out below unless the Agreement comes to an end earlier for one of the reasons set out in Art.3.2 above or Art. 18 of Appendix 2.

Project Implementation Period	
Effective start date of implementation (no earlier than 1 January of the Budget Year)	<DD-MM-YYYY>
Completion date of implementation (no later than 31 December of the last forecasted Year)	<DD-MM-YYYY>

3.4 The Budget Year is the year of which funds are allocated as stipulated in Project Budget (Annex B). Any activity that is not implemented, or expenditure that is not incurred, by the end of the Budget Year for which they were initially planned shall be reprogrammed, budgeted and reported in the subsequent implementation year, within the subsequent year approved budget.

3.5 Extension of the Project Implementation Period beyond 31 December of the last year of this Agreement, with or without additional cost, is not permitted unless under the circumstances defined in Art. 3.7.

3.6 The Project Liquidation Period is set out below and shall be the period during which financial commitments entered into during the Project Implementation Period may continue to be settled by the Partner pursuant to this Agreement in relation to the Project activities that have been completed. The Project Liquidation Period shall complete no later than 31 January of the calendar year following the end of Project Implementation Period or the end of the last implementation year if the Agreement is terminated earlier. Implementation of activities, new expenses or financial commitment incurred after the Implementation Period and during the Project Liquidation Period shall not be accepted as falling within the scope of Eligible Costs as defined in Art. 4.6 of Appendix 2 (Standard General Provisions).

Project Liquidation Period (no later than 31 January of the year following the Project Implementation Period)	From <DD-MM-YYYY> To <DD-MM-YYYY>
Current Budget Year Liquidation and Reporting period (no later than 31 Jan of the year following the end of the current Budget Year)	From <DD-MM-YYYY> To <DD-MM-YYYY>

3.7 In exceptional circumstances, a no-cost extension of the Project Implementation Period and/or Project Liquidation Period beyond the date specified in Art. 3.3 and 3.6 may be granted by UNHCR's Controller. Such extension shall be recorded in an Agreement Amendment which in order to be valid and binding must be finalized prior to the end of the then current Project Implementation Period.

Article 4 – Project Identification

4.1 Project title: _____

4.2 The Agreement Symbol is: < *Business Unit / YYYY / MY/ Agreement Number / Amendment*>

4.3 All documents related to Project activities, including correspondence, reports and financial records relating to this Agreement and its implementation, shall bear this Agreement Symbol.

4.4 Basic Project Data

- Budget Year: _____
- Partner Code: _____
- Cost Centre(s): _____
- Pillar(s): _____
- Situation (s): _____
- Operation: _____
- Population Planning Group(s): _____
- Goal(s): _____

Article 5 – Project Reporting

5.1 The Partner shall submit timely, accurate and complete periodic reports, as specified below, in the standard format(s) provided in Project Report Formats (Annex D) to demonstrate performance progress and utilization of resources

Reporting Period Ending in the Budget Year specified in Art. 4.4	Report Type** (<i>select applicable report for the reporting period</i>)	Due Date*
31 March	<input type="checkbox"/> Project Performance Report <input type="checkbox"/> Project Financial Report <input type="checkbox"/> Goods and Property Report <input type="checkbox"/> Partner Personnel Report <input type="checkbox"/> Other	By 10 April of the Budget Year

Reporting Period Ending in the Budget Year specified in Art. 4.4	Report Type** (select applicable report for the reporting period)	Due Date*
30 June	Project Performance Report Project Financial Report Goods and Property Report Partner Personnel Report __ Other	By 15 July of the Budget Year
30 September	__ Project Performance Report __ Project Financial Report __ Goods and Property Report __ Partner Personnel Report __ Other	By 10 October of the Budget Year
<DD MM> (specify)	__ Project Performance Report __ Project Financial Report __ Goods and Property Report __ Partner Personnel Report __ Other	
30 November	<i>Project Financial Report</i>	By 10 December of the Budget Year
31 December (final)	<i>Final Project Performance Report</i> <i>Final Project Financial Report</i> <i>Final Goods and Property Report</i> <i>Final Partner Personnel Report</i> __ Other	By 31 January of calendar year following the Budget Year

* International Partners would be allowed up to 10 more days for the consolidation and submission of the reports.

***The essential reporting requirements are Mid-year and Annual. Other reporting requirements and their frequency should be agreed with Partner.*

5.2 The Project Performance Report shall demonstrate the extent to which the expected results of the Project have been achieved.

5.3 The Project Financial Report shall demonstrate the utilization of UNHCR financial resources for authorized activities, including expenditure against the Project Budget (Annex B), Interest Revenue, Miscellaneous Revenue, outstanding receivables and unspent balances.

5.4 The Goods and Property Report shall demonstrate the utilization and status of all Goods and Property in the format provided in Annex D.

5.5 The Partner Personnel Report shall demonstrate the Partner Personnel funded using UNHCR resources for carrying out, or supporting, Project activities in the format provided in Annex E.

5.6 UNHCR shall make all efforts to minimize and standardize the reporting requirement and specify all necessary reports in this Agreement. UNHCR reserves the

right to request other regular reports such as monthly health data and periodic food distribution reports. UNHCR may also request *ad hoc* reports on activities pertaining to this Agreement. The Partner shall be informed in writing if the need arises for these reports and provided with sufficient advance notice for the additional report preparation.

Other reports (*specify titles and due dates*):

#	Report Type	Due Date
		<DD-MM-YYYY>

5.7 All submitted reports are subject to verification and acceptance by UNHCR. UNHCR shall communicate to the Partner whether it accepts the reports or request additional information. The Partner shall provide such evidence and supporting documentation for clarification and assurance of information reported, when requested by UNHCR.

Article 6 – Resource Requirements and Financial Arrangements

6.1 The Parties shall endeavor to raise complementary funds and resources to support the Project.

6.2 In the case of co-financing of the Agreement by the Partner, contributions may be made in the form of cash or in-kind (in the form of materials, technical expertise, human resources and other inputs).

6.3 The contribution of Parties to the agreement (current implementation year) is set out in the table below. The Partner contribution shall be maintained and managed directly by the Partner and ensure complementarity with UNHCR provided resources towards the Project. The Partner shall inform UNHCR of any changes in receipt of complementary contribution in cash or in-kind received from sources other than UNHCR for joint planning and supporting the Project.

- 100% UNHCR financing
- Co-funding by the Partner with contribution:
 - Financial
 - In-kind
- Other parties (please specify):

Contributing Party	Total Cash		In-Kind (est. equivalent in US Dollars)
	Currency	Amount (not exceeding)	
UNHCR contribution, as stipulated in Project Budget (Annex B)	<Currency 1>		
	<Currency 2>		
Partner contribution	<Currency 1>		
	<Currency 2>		
Other parties' contribution			

Periodicity of UNHCR Instalment Transfer

6.4 UNHCR shall make its financial contribution not exceeding the amount stipulated in the Project Budget (Annex B) and in accordance with the terms of this Agreement. UNHCR shall transfer remittances in the budgeted currency of the Project Budget (Annex B).

6.5 To enhance predictability, ensure continuity of Project cash flow and reduce risk, UNHCR shall, subject to the availability of funds, make periodic transfers of funds based on the planned activities and related cash requirement as described in the Project Work Plan/Instalment Plan (Annex C). The First Instalment allows for the inclusion of the cash requirement of an additional month's planned activities as a lead-time to ensure Project cash flow. The indicative periodic transfers contemplated as at the date of signature hereof are set out in the table below:

Indicative Instalment Schedule				
Start Period	End Period	Budgeted Currency	Amounts	Instalment
[MM to MM YY]	[MM to MM YY]			1 st
[MM to MM YY]	[MM to MM YY]			2 nd
[MM to MM YY]	[MM to MM YY]			3 rd
[MM to MM YY]	[MM to MM YY]			4 th
[MM to MM YY]	[MM to MM YY]			XX
[MM to MM YY]	[MM to MM YY]			XX

6.6 UNHCR shall transfer the First Instalment into the bank account as specified by the Partner in Art. 6.9 - within ten working days following the date this Agreement enters into force.

6.7 Upon receipt of a duly justified request from the Partner for additional cash transfer, in form and substance satisfying UNHCR of the need for such funds in order to enable continued implementation of the Project in accordance herewith, UNHCR shall make subsequent Instalments. The disbursement by UNHCR of subsequent Instalments is subject to availability of funds to UNHCR and the amount of such subsequent Instalment shall be determined by UNHCR at its discretion so as to be commensurate with the actual performance of the Project and planned work for the next period in accordance with this Agreement. The amount of subsequent instalments will be adjusted to offset any unspent or unreported balance remaining with the Partner from any previous instalments, and due receivables as a result of verification, audits, investigations and other findings.

6.8 UNHCR shall not be liable for any pre-financed expenses or commitments made by the Partner in excess of remittances made, unless these have been expressly authorized by UNHCR in writing and included in the Project Budget (Annex B).

Interest-Bearing Bank Account

6.9 UNHCR shall deposit Instalments solely into the bank account bearing the official name of the Partner. The account shall be preferably interest-bearing maintained by the Partner for purposes of this Agreement. Partner may use Separate or Pooled Account provided that the contribution accounting is transparent, traceable and auditable for each transaction and accessible to UNHCR and any other entity duly authorized by UNHCR. The Partner agrees that any interest earned shall be credited or apportioned (in accordance with size of UNHCR funds in relation to other funds in the Pooled Account) to UNHCR.

Partner's Bank Account held in country of operation, to which UNHCR shall deposit funds in <local currency>:

- a. Bank name, address and clearing number: _____
- b. Name of account holder: _____
- c. Account title and number and address: _____



Select in case of two budgeted currencies as set out in Project Budget (Annex B):

Bank Account to which UNHCR shall deposit funds in <currency 2>:

- a. Bank name, address and clearing number: _____
- b. Name of account holder: _____
- c. Account title and number and address: _____

Project Budget and Budgetary Transfers Level

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

6.11 In response to emerged unforeseen requisites, the Partner may make discretionary budget line transfers of reasonable amounts at the Account levels within an Output, provided that (i) the change at the Output level does not exceed twenty percent (20%), (ii) the delivery of the expected results at the Output level remains the same as earlier agreed, and (iii) the overall expenditure shall not exceed the Project Budget (Annex B). The right to make discretionary budget line transfers also applies to Partner Personnel costs. The justification for such transfers must be included in documentation maintained by the Partner and should be made available for UNHCR verification and audits. Discretionary budget line transfers shall not be made across different Pillars. Such changes and any other budget line transfer requires a prior written authorization by UNHCR (Agreement Amendment).

6.12 The UNHCR contribution towards Partner Integrity Capacity and Support Costs (PICSC), to International and National Partners, as applicable, is defined in Appendix 1 (Definitions).

6.13 The amount for the PICSC shall be proportionate to each Instalment transfer and in the same currency as specified in the Project Budget (Annex B). The Partner shall ensure that the total payment for the PICSC is adjusted based on the final and approved expenditure of the Project Budget (Annex B).

Application of Rate of Exchange

6.14 UNHCR shall transfer the funds in the currency set out in the Project Budget (Annex B). The Partner shall spend and report in the same currency as agreed in the Project Budget. The Partner Expatriate Personnel Costs as defined in the Project Budget shall be budgeted, transferred and reported only in USD. The PICSC may be budgeted in local currency or USD, as requested by Partner. Expenditure in a currency other than the currency of the Project Budget should only take place in limited amounts where necessary or otherwise be authorized by UNHCR. In such cases, the Partner shall apply the rate of exchange in effect at the time of the transaction. UNHCR shall not be responsible for any losses/gains which the Partner may incur as a result of changes in foreign exchange rates.

Article 7 –Procurement from Commercial Suppliers

7.1 Where applicable, the Partner shall carry out all procurement for goods and services including construction services under this Agreement in accordance with UNHCR Policy “Procurement by Partners with UNHCR Funds”.

If the adjacent box is selected, the text below appears:

The Partner is authorized to procure goods and services with value less than USD 100,000. The Partner, by signing this Agreement, commits to adhere to the UNHCR procurement principles as set out in “Procurement by Partners with UNHCR Funds” policy and confirms that it has the capacity to undertake procurement of this value.

If the adjacent box is selected, the text below appears:

The Partner is authorized to procure goods and services with value of USD 100,000 or more.

The Partner has been Pre-Qualified for Procurement (PQP) by UNHCR (through the process described in “Procurement by Partners with UNHCR Funds” policy). The Partner, by signing this Agreement, confirms that it has the capacity to undertake procurement of such high value and commits to adhere to the UNHCR procurement principles and operational requirements set out in “Procurement by Partners with UNHCR Funds” policy.

The Partner maintains the PQP status and commits to inform UNHCR in the event that its procurement rules, policies and procedures change. In case the Partner is new and does not have PQP status, the Partner, by signing this Agreement, commits to submit a formal application for PQP status within six months of signing of this Agreement.

Article 8 – Articles relating to Specialized Project Activities (select only as applicable)

The Reserved Article 8 shall be used for inclusion of Articles relating to Specialized Project Activities. If the adjacent box is selected, the relevant text below shall appear in the Agreement.

No Specialized Project Activities are included under this Agreement.

This Agreement includes the following Specialized Project Activities.

Cash and Voucher Assistance to the Population of Concern
Select if cash assistance to the Population of Concern is applicable to this Agreement.

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

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 shall 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.

Livelihoods

Select if programming relating to livelihoods programmes is applicable to this Agreement.

The Partner shall:

- a. Comply with the policies, principles and objectives set out in UNHCR's Global Strategy for Livelihoods, available at: <http://www.unhcr.org/530f107b6.html> and UNHCR country-specific livelihoods strategy where these exist.
- b. Ensure livelihoods programmes are market based, focusing on access to employment and/or self-employment and designed through analysis of quality data collected using baseline, market and value chain assessments.
- c. Be guided by the principles and standards defined in "Livelihood Programming in UNHCR: Operational Guidelines" (2012), available at: <http://www.unhcr.org/4fbdf17c9.html>.
- d. Ensure that all livelihoods interventions are targeted to provide the highest possible benefit to the selected group of persons of concern, based on their socio-economic status and potential.
- e. For urban situations, comply with the principles set out in "Promoting Livelihoods and Self-reliance: Operational Guidance on Refugee Protection and Solutions in Urban Areas" (2011), available at: <http://www.unhcr.org/4eeb19f49.html>.
- f. For financial services, be guided by the principles and standards described in "Investing in Solutions: A Practical Guide for the Use of Microfinance in UNHCR operations", (2011) https://intranet.unhcr.org/intranet/unhcr/en/home/protection_and_operational/livelihoods/livelihoods_programming/microfinance.html
- g. Provide UNHCR with quality monitoring plans, explaining how and when to measure impact of livelihoods programmes.
- h. Ensure livelihoods programmes are considered throughout all phases of displacement; during emergencies, following emergencies, and towards a transition to durable solutions. Self-reliance should be advocated for and supported whether persons of concern will return home, be resettled or locally integrated.

Building, Shelter and Construction

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

The Partner shall:

- a. Deliver the agreed construction of structures/infrastructure in accordance with the standard and quality in terms of the design and the bill of quantities (BOQ),

- including items description, technical specifications and costs as stipulated in this Agreement (together with its annexes and appendices).
- b. Ensure the requirements of Art. 7.1 and 6.1, 6.2 (Appendix 2) if the Partner awards a contract to third parties for construction, that the contract is established in accordance with competitive bidding, professional and technical standards and practices, and includes conditions that, *inter alia*, provide that:
- i. The contractor shall complete the work as per the date and of the quality standard specified in the Project Description (Annex A). Failure to meet this deadline shall normally incur a financial penalty payable by the contractor and calculated according to a daily or weekly rate for any delay.
 - ii. 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 based on work performed. Normally, aggregate amounts due on or by completion of the works shall not exceed 90 per cent of the total contract price; the balance of 10 per cent being withheld as a retention that shall not be paid until the satisfactory completion of all work has been verified at the end of the warranty period. Initial down payments shall be deducted from subsequent payments to be made against submitted invoices.
 - iii. In case guarantee money is withheld from a contractor for construction beyond the Liquidation Period, the Partner shall submit a written document to UNHCR listing all amounts retained as guarantee, warranty period, name of the contractor and payable person, along with the contract, and related documents. The payment of this retained amounts can be done in one of the following means: a) Partner refunds the retained amount and UNHCR and the Partner enter into a Partnership Agreement in the subsequent year, in which UNHCR allocates funds to cover the withheld guarantee amount after satisfactory verification of compliance by the contractor with the retention conditions; or b) Partner report the retained amount in the current year and simultaneously establishes a bank bond that would only be released by the consent of UNHCR in writing to the issuing bank upon satisfactory verification of compliance by the contractor with the retention conditions.
 - iv. 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, 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.
 - v. Any defects that appear within a specified warranty period after completion shall be rectified within a reasonable and agreed time by the contractor at his/her own cost. The duration of the warranty period shall be in accordance with the established terms under normal practices and agreed time, but not less than six months, and shall be included in the formal terms of the contract.
 - vi. Following a final inspection of the building(s) by the supervising surveyor or engineer, a delivery document shall be signed by the Partner and its contractor indicating the date of the hand-over, stating that the building has been constructed in conformity with the provisions of the contract, the approved plans and the technical specifications and that it is in respect of the quality standard required. Normally the hand-over shall only take place once all work has been satisfactorily completed. If, however, in exceptional circumstances delivery takes place before that time, the delivery document shall refer in detail to all outstanding work to be performed and shall describe all apparent shortcomings and defects. The delivery document shall also provide the date from which the guarantee provisions come into effect. This date shall normally

be the date of hand-over or the date of final completion of all work, whichever is later.

- c. Unless otherwise agreed on a case-by-case basis, and in accordance with local practice and the availability of appropriate insurance, ensure that all buildings for which the overall final construction cost shall exceed USD 20,000 (per building), or its equivalent in local currency at the applicable United Nations official rate of exchange, are at all times during the course of construction kept adequately insured with a company of good reputation 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.
- d. 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. 4.19 and 4.25 of Appendix 2.
- e. Discuss with UNHCR, at least 90 days prior to the end of the Project Implementation Period, the future use of all such buildings thereafter. Under no circumstances shall such buildings be disposed of or earmarked for disposition without prior consultation with UNHCR.
- f. Execute, if applicable and with advance written UNHCR consent, an agreement during the course of the Project governed by a Partnership Agreement, formally handing over the ownership or right of use of the buildings to a party designated by UNHCR. Templates for the "Transfer of Ownership Agreement of UNHCR Goods and Property" or the "Agreement on the Right of Use of Project Property" shall only be provided by UNHCR as appropriate.

Food and Non-Food Item Distribution

Select if the distribution of food and non-food items are applicable to this Agreement.

The Partner shall:

- a. Comply with the UNHCR principles for the distribution of agreed assistance packages of food and non-food items to the agreed Population of Concern, in particular those principles ensuring that distribution is equitable, effective, timely, involves refugee women at all levels and in all phases of the process, protects vulnerable groups from exploitation and abuse, and consult with UNHCR before distributing any other item not part of the agreed assistance package.
- b. Where WFP participates in the distribution of food assistance, comply with the terms stated in the signed "Tripartite Agreement between UNHCR, World Food Programme and the Partner on the Distribution of Food Assistance" and other relevant agreements including distribution modalities and responsibilities for reporting on the distribution and the use of food commodities, food and non-food distribution scales.
- c. 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 Population of Concern.

Warehouse and Inventory Management

Select if warehouse and inventory management are applicable to this Agreement.

The Partner shall carry out all warehouse and inventory management under this Agreement in accordance with the "Guidelines for Partners Managing UNHCR Warehouses and UNHCR Inventory."

The Partner by signing this Agreement, commits to adhere to the main obligations and best practices set out in the guidelines to ensure effective management (<http://data.unhcr.org/imtoolkit/documents/download/35f9c877da6240c406a9babdc77e1854/lang:eng>), including:

- a. Information to be received by Partner warehouse to perform the required duties.
- b. Partner obligations at the warehouse:
 - i. Key roles and responsibilities to be assigned;
 - ii. Layout and storage plan to improve Inventory management and space utilization;
 - iii. Fire risk prevention and security to protect goods from the risks of fire, loss, breakage, damage and theft;
 - iv. Maintenance of basic equipment to function properly;
 - v. Maintenance of premises, including pest control, ventilation, water proofing, drainage systems, etc.;
 - vi. Appropriate, careful stacking, storage and Inventory management to ensure stability, facilitate stocktaking and prevent damage or loss of stored Inventory or other items (monitor expiry dates of food);
 - vii. Insurance: warehouses are not automatically insured by UNHCR. Therefore, when the Partner has the overall responsibility for the goods stored, the Partner must arrange insurance to ensure that the premises and the goods stored under its responsibility are appropriately insured.
 - viii. Compliance with UNHCR process for receiving consignments and returning goods to ensure that: Inventory received in a UNHCR warehouse have been procured and owned by UNHCR and meet specifications; Inventory is stored in the appropriate location according to UNHCR requirements; forms to confirm the reception (goods receiving note), to identify the item stack (bin/stack card) and to track the stock balance (stock card) are properly updated;
 - ix. Release of Inventory is executed only after receiving a duly approved material stock request from UNHCR. The UNHCR process to be followed includes reserving the Inventory, picking the items, moving them to the staging area, and completing the waybill and updating stock records;
 - x. Proper document management and filing for providing proof of transactions;
 - xi. Plan for maintaining the cleanness of the premises;
 - xii. Information to be provided to UNHCR on a daily (incoming/outgoing shipment reports; copies of good received notes, waybills and quality inspection reports); weekly (stock reports, detailing in/out movements and balances); monthly basis (copies of stock cards, also those where the quantity has reached zero during the reporting period); and
 - xiii. Daily warehouse manager obligations.
- c. Shared obligations of the Partner warehouse and UNHCR, such as monthly Inventory reconciliation and quarterly/yearly physical verification to identify and minimize Inventory issues.
- d. Forms to be maintained by the Partner, including an explanation on how to use them.

Microfinance/ Microcredit/Revolving Loan Funds

Select if the establishment and/or management of a revolving loan fund is applicable to this Agreement.

Management of Fund

The Partner shall:

- a. Manage the fund in compliance with the objectives of the Project and the UNHCR operation and in consultation with UNHCR.
- b. Not disburse any loans to the Population of Concern before a separate agreement based on a UNHCR template (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 Partnership Agreement establishing the loan fund, unless with the written approval of UNHCR.

Ownership and Handover

The Partner shall:

- a. Conclude a separate agreement based on a UNHCR template (Agreement on Transfer of a Grant Pertaining to UNHCR Revolving Loan Funds) in order to obtain ownership of the 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 fund unless justified by a careful assessment involving all co-funders.

Public Health and Nutrition

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

The Partner shall:

- a. Comply with primary health care principles with a focus on a combination of preventative and curative health care through a public health and community based approach and adhere to relevant UNHCR policies and guidance that have been established for the implementation of public health programmes, including:
 - i. Standards on adequate human resources for public health and nutrition programmes;
 - ii. Essential medicine and medical supplies policy and guidelines (<http://www.unhcr.org/4f707faf9.html>);
 - iii. The establishment of laboratories in UNHCR supported primary health care facilities (<http://www.unhcr.org/4f707fd49.html>);
 - iv. Epidemic preparedness and response in refugee camp settings (<http://www.unhcr.org/4f707f509.html>);
 - v. 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;
 - vi. UNHCR policies and guidance on the implementation of HIV programmes, Antiretroviral Medication Policy for Refugees (<http://www.unhcr.org/45b479642.html>);

- vii. UNHCR Policy Statement on HIV Testing and Counseling in Health Facilities (<http://www.unhcr.org/4b508b9c9.html>); and
 - viii. UNHCR operational guidance for Mental Health and Psychosocial Programming (MHPSS) (<http://www.unhcr.org/525f94479.html>).
- b. For urban and out-of-camp situations, comply with the principles for ensuring access to healthcare in urban areas - Operational Guidance for Refugee Protection and Solution in Urban Areas (<http://www.unhcr.org/4e26c9c69.html>) and 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 (<http://www.unhcr.org/4507f7842.html>), and 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/>).

Water, Sanitation and Hygiene (WASH)

Select if the implementation of water, sanitation and hygiene is applicable to this Agreement.

The Partner shall:

- a. Comply with the UNHCR water quantity, water quality and 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/>) 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.

Sexual and Gender-Based Violence (SGBV)

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

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.com>). Referral of

information shall 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 multi-sectoral 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.

Protection of Children

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

The Partner shall:

- a. Comply with the policies, principles and objectives set out in UNHCR's global Framework for the Protection of Children (<http://www.unhcr.org/50f6cf0b9.html>), and apply a child protection systems approach to programming for child protection.
- b. When undertaking individual casework with children of concern to UNHCR, apply the best interest procedure outlined in the UNHCR Guidelines on Determining the Best Interests of Child (2008) (<http://www.unhcr.org/4566b16b2.html>) and the UNHCR/IRC Field Handbook for the Implementation of the BID Guidelines (<http://www.unhcr.org/50f6d27f9.html>).
- c. Be guided by the principles and standards set out in the inter-agency Minimum Standards for Child Protection in Humanitarian Action (<http://cpwg.net/minimum-standards/>).
- d. Establish and maintain a monitoring mechanism for child protection activities, project performance and impact.

Education

Select if programming relating to education programmes is applicable to this Agreement.

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>) and UNHCR country-specific education strategy where this exists, 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 for ensuring access to education in urban areas - Operational Guidance for Refugee Protection and Solution in Urban Areas (<http://unhcr.org/4ea9552f9.html>).
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 (<http://www.ineesite.org/en/minimum-standards>).
- c. Bolster the protection of girls and boys and young people 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>).
- d. Undertake joint planning with refugee and host communities, teachers, parents and education authorities.
- e. Establish and maintain a monitoring mechanism for education activities, project performance and impact. This includes data collection and management in order to identify and address gaps in access and quality education provision (tracking school attendance, learning achievement and implementing targeted strategies to respond to emerging issues). This should be done in collaboration with national

authorities and in line with national Education Management Information Systems (EMIS) where applicable.

Environment

Select if environmental considerations are applicable to this Agreement.

The Partner shall:

- a. Comply with the environmental policy, key principles, guidelines and FRAME - Framework for Assessing, Monitoring and Evaluating the Environment in Refugee-related operations (<http://www.unhcr.org/environment> and <http://www.unhcr.org/3b03b2a04.html>).
- b. Undertake joint planning with refugee and local communities, government and other stakeholders, and mainstream environmental concerns and management issues in all operations - from emergency response to camp closure.
- c. Comply with the global energy strategy (forthcoming) to ensure that “refugees and other displaced people are able to safely and sustainably satisfy their energy needs, without fear or risk to their health, well-being and personal security”.

Fuel Supply/Storage Infrastructure

Select if fuel management is applicable to this Agreement

The Partner shall comply with the requirements of the UNHCR Fuel Supply/Storage Infrastructure Checklist, including all activities related to the management of fuel such as storage, dispensing, record keeping of all transactions, consumption and the replenishment of stock.

Vehicle Workshop in the Field

Select if vehicle workshop management is applicable to this Agreement

The Partner shall comply with the requirements of the UNHCR Vehicle Workshop in the Field Checklist, including all activities related to the management of the vehicle workshop (garage) to cover major and minor maintenance/repairs and manage all transactions related to the expenditure and the replenishment of spare parts (if any).

Vehicles

Select if vehicles are made available to, and transport services are provided by, the Partner under this Agreement

The Partner shall comply with the requirements of the UNHCR Heavy Duty Vehicles Checklist, Safe Driving Standards, including all activities related to the management of fleet to support the operation in providing adequate transportation capacity.

Article 9 – Contact Data

9.1 Partner

Full name and address of Partner: _____

Phone and Fax Number: _____

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 this Agreement: _____

E-mail: _____

Phone and Fax Number: _____

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

Email: _____

Phone and Fax Number: _____

9.2 UNHCR

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

Email: _____

Phone and Fax Number: _____

Article 10 – Appendices and Annexes

10.1 Signature of this Agreement by the Parties constitutes formal approval and acceptance of the Annexes and Appendices listed below, as an integral part of this Agreement. The full text of Appendices is available in the UNHCR Intranet and in the UN Partner Portal (<https://unpartnerportalcso.zendesk.com/hc/en-us/articles/360015671154-Bipartite-Agreement-NGOs-Appendices>). It is also available for print when selected, as required.

Appendices

Checkbox for printing

Appendix 1 - Definitions

Appendix 2 - Standard General Provisions

Appendix 3 - Standards for Managing Misconduct

Annexes for Project Documents:

- Annex A - Project Description
- Annex B - Project Budgets (Multi-year Budget/Annual Budget)
- Annex C – Instalment Plan
- Annex D – Project Reporting Formats
- Annex E – Partner Personnel List
- Annex F – Processing and Protection of Personal Data of Persons of Concern

___ [List of additional Annexes if any] _____

In case of urgencies, Project Budgets (Annex B) and Result Matrix (section 6.0 of Project Description) are essential at the time of Agreement signature.
Other Annexes, including the full Project Description (Annex A) and Annexes C, D, E, F should be signed within one month of Agreement signature.

Article 11 – Amendments

11.1 This Agreement, its annexes and appendices may only be modified after mutual consultation between the Parties in the prescribed form for Agreement Amendment, as accepted and signed by the Parties.

Article 12 – Language

The Agreement may only be signed in one of the following three languages: English, French or Spanish. An Unofficial Translation in another language can be attached to the official language version only in exceptional situations. In such cases, the Agreement shall be signed in English and the Unofficial Translation will be attached to the English version.

Please select the adjacent box if the Agreement is signed only in English.

12.1 This Agreement is signed in the English language

Please select the adjacent box if an Unofficial Translation is attached to the English Version.

12.1 The Parties acknowledge and agree that this Agreement is signed in the English language and a translation into the language of the country where the Partner is established/operates is appended to this Agreement with the header “Unofficial Translation”. In the event of any dispute or controversy in the interpretation of this Agreement, the English version shall prevail.

SIGNED IN [enter number] ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES
ON BEHALF OF THE FOLLOWING PARTIES:

	UNHCR	PARTNER
Signature:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____
Place:	_____	_____

NOT FOR SIGNATURE

APPENDIX 1: DEFINITIONS

For the purpose of this Agreement, the following definitions, listed in alphabetical order, shall apply:

Agreement means the Partnership Agreement jointly agreed by the Parties together with its annexes and appendices.

Agreement Amendment means a documented change or revision to any part of this Agreement, including annexes, which have been jointly agreed by the Parties as demonstrated by their signatures.

Agreement File means a holder, be it paper-based or electronic, that partner maintains for the records of this Agreement (together with its annexes and appendices) and all other essential records and documentation related to this Agreement in an organized and accessible manner for seven years from the date of signature of the Agreement. The records on the Personal Data of Person of Concern is dealt separately under articles related to Personal Data Protection.

Agreement Symbol means the unique identifier of the Agreement specified by UNHCR in Art. 4.2.

Eligible Costs means expenditures for implementing activities as described in Project Description (Annex A) and in accordance with the Project Budget (Annex B) and within the Project Implementation Period. Eligible costs must be for actual costs incurred for authorized activities that are adequately evidenced with original documentation and can be confirmed through verification and audit.

First Instalment means the amount specified in Art. 6.5 that is based upon the cash requirement of the first period's planned activities plus an additional month's planned activities as a lead-time to ensure Project cash flow.

Goods and Property means any tangible or intangible item under the custody of the Partner in order to support the implementation of the Project and consists of:

- 1) UNHCR Goods and Property means items provided in-kind by UNHCR to the Partner; and
- 2) Project Goods and Property means items acquired by the Partner with UNHCR funds provided pursuant to this Agreement.

Such items may consist of any or all of the following:

- a. "Property, Plant and Equipment" which is defined as tangible items with an original purchase price of USD 10,000 (or equivalent in other currency) or more per unit and with a useful life of at least one year;
- b. "Serially-Tracked Items" which is defined as tangible items with an acquisition value less than USD 10,000 (or equivalent in other currency) that are used for day-to-day official business and which do not fall within the definition of either Property, Plant and Equipment or Inventories;
- c. "Inventories" which is defined as all items that are intended to be distributed to populations of concern, regardless of their value;
- d. "Intangible Asset" which is defined as identifiable non-monetary asset without physical substance.

Information means any and all information, whether in oral or written (including electronic) form, created by or in any way originating with UNHCR, and all information that is the output of the performance of activities pursuant to this Agreement.

Instalment means the cash requirement of the Project that has been transferred to the Partner in accordance with the Project Budget (Annex B), the Project Work Plan/Instalment Plan (Annex C) and the actual performance of activities under this Agreement.

Interest Revenue means revenue credited to the bank account to which Project funds are deposited as a result of the interest rate paid by the financial institution for the respective deposit account.

International Partner means a Partner implementing projects both within and outside of the country where it is incorporated and its headquarters is established. International Partners are International NGOs and other not-for-profit organizations, including those who undertake projects under the Global Programme from their headquarters location.

Miscellaneous Revenue means any revenue (other than Interest Revenue) generated by Project funds or Goods and Property, including but not limited to, foreign exchange gain proceeds or receivables from the sale of, or insurance claims related to, any item provided by the Project, where the purchase of the item and/or insurance of the item have been provided by UNHCR.

National Partner means a Partner implementing projects solely in the country where it is incorporated and its headquarters is established and which is not affiliated to an International Partner. This includes government entities, NGOs and other not-for-profit organizations

No-cost Extension means extension of Project Implementation Period without change to the overall Project Budget (Annex B).

Parties mean the Partner and UNHCR whose authorized officials have signed this Partnership Agreement.

Partner means the not-for-profit entity named in this Agreement as the implementer of the Project in collaboration with UNHCR. Partners will identify themselves as National or International Partners via registration on the Partner Portal.

Partner Integrity Capacity and Support Costs (PICSC) means a financial contribution provided to an **International or National Partner**, in order to assist with covering costs related to enhancing integrity, accountability, and oversight, as well as administrative and other support costs (such as headquarters and shared costs) which cannot be definitively attributed to a specific activity implemented by the Partner in connection with the Project. The applicable PICSC rate is seven percent (7%) for International Partners or four percent (4%) for NGO National Partners, of the overall expenditure for direct costs under the Project Budget (Annex B) as described in Policy on PICSC.

Partner Personnel means human resources hired and/or engaged by the Partner to perform activities under this Agreement: permanent employees; fixed term hired; consultants; advisors; temporarily assigned staff; labor on wages; seconded personnel; volunteers; interns; and similar agents.

Personal Data means any information relating to an identified or identifiable natural person ('data subject') information such as the name, identification or passport number, mobile telephone number, email address, cash transaction details, of whatever nature, format or media that by whatever means in the course of the performance of this Agreement.

Pooled Bank Account means the account used by the Partner to receive and transact funds from UNHCR where UNHCR contribution is comingled with funds from other sources.

Population of Concern means the population(s) or sub-population(s) of refugees and other persons of concerns indicated in the Project Description (Annex A) whose needs the Project strives to address.

Project means the endeavor designed to provide service or achieve expected result(s) within a defined timeframe and the allocated resources undertaken to meet unique goals and objectives under this Agreement.

Project Implementation Period means the period specified in Art. 3.3 during which Project activities, expenditure and financial commitment can be undertaken to achieve the expected results of the Project in accordance with Annex A and B, i.e. the period beginning with effective date of start and ending with the date of completion.

Project Liquidation Period means the period during which financial commitments entered into during the Project Implementation Period for which implementation of activities have been completed, may continue to be paid out by the Partner pursuant to this Agreement. No new expenditure, financial commitment or implementation of activities is undertaken during this period.

Separate Bank Account means account used by the Partner to receive funds solely from UNHCR. The Partner may use the same account for multiple UNHCR agreements without comingling with funds from other sources.

UNHCR's Global Strategic Priorities means the areas of critical concern to UNHCR within its overall efforts to provide protection and assistance and to seek solutions for refugees and other persons of concern.

UNHCR's Operations Plan means the plan providing the full overview of a UNHCR operation, detailing the context and situation of persons of concern and specifying the comprehensive needs and strategies the office intends to implement, including steps to be taken to reduce the gaps and achieve desired results. The UNHCR's Operations Plan also integrates the prioritization of needs with results-based management, in line with available resources allocated by pillar.

APPENDIX 2- STANDARD GENERAL PROVISIONS

FOR PARTNERSHIP AGREEMENTS

Article 1 – General Responsibilities of the Parties

Consultation and Communications

1.1 The Parties shall hold regular consultation and coordination meetings. UNHCR shall initiate formal joint monitoring and review meetings that shall 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 serve the Population of Concern. These joint reviews shall be undertaken in good faith and take into account the: (a) progress of the Project; (b) working relationship of the Parties; (c) compliance of the Parties with this Agreement; and (d) success and challenges of the Partner in meeting the agreed objectives and desired results as reflected in this Agreement.

1.2 The Parties shall make clear in all their communications with the public, governments and other entities that the Partner is a legal entity separate from the United Nations, UNHCR 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 Agreement, the contract shall state: (i) that the Partner is a legal entity separate from UNHCR; (ii) that the Partner is acting as an independent organization with its own governance structure; and (iii) that the Partner is not representing UNHCR when entering into the contract.

Article 2 – Participation of the Population of Concern

2.1 The Parties shall engage and encourage the active participation of the Population of Concern in activities related to the planning, implementation, monitoring and evaluation of the Project, consistent with our commitment to accountability to affected populations, the community-based protection approach 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 shall be solicited and built upon through regular participatory assessments engagement, and appropriate feedback and complaints mechanisms. The intended impact on and the participation of specific sub-groups of the Population of Concern shall be specified in the Project Description (Annex A) and documented in subsequent performance monitoring and reporting. The Partner shall make its best efforts to avoid any inadvertent negative impact on the Population of Concern and the environment which may arise from the Project Implementation.

2.2 The Parties shall comply with (i) UNHCR's global SGBV strategy ("Action against Sexual and Gender-Based Violence"; (ii) the UN Protocol on Allegations of Sexual Exploitation and Abuse (SEA) involving Implementing Partners (No. 0742, dated 27 April 2018) available at :

https://interagencystandingcommittee.org/system/files/un_protocol_on_sea_allegations_involving_implementing_partners_final.pdf, which is aligned with the Secretary General's Bulletin on "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" (ST/SGB/2003/13), available at <http://undocs.org/ST/SGB/2003/13>. The Parties shall cooperate to ensure that the victims and survivors of all forms of abuses, sexual exploitation, and gender-based violence have access to response services that are

established for supporting them such as medical care, psycho-social and material support, legal aid, physical safety, and access to safe shelters.

Article 3 – Participation, Responsibilities and Obligations of UNHCR

3.1 In the spirit of partnership and to develop policies and implement strategies to best serve the Population of Concern, UNHCR shall make reasonable endeavors to raise the required financial resources and shall 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.

3.2 UNHCR shall assist the Partner in the implementation of the Project by: facilitating the coordination of the operation; striving to secure the collaboration of and complementarity with other humanitarian partners and stakeholders; and acting as a liaison with the host government.

3.3 In cooperation with the Host Government, UNHCR shall ensure that the Partner and Partner Personnel implementing the Project are treated in accordance with the applicable legal framework governing the treatment, privileges and immunities, exemptions and facilities of UNHCR and its Personnel in the country insofar as such privileges and immunities are extended to UNHCR partners and their personnel under the relevant international and national legal instruments.

3.4 UNHCR shall take any necessary measures pursuant to its arrangements with the Host Government, to ensure that regulations or other legal provisions which may interfere with activities carried out under this Agreement are not applied to UNHCR, the Partner and their respective personnel implementing the Project, and that they are granted all support and facilities as may be necessary for the speedy and efficient execution of the Project.

Article 4 – Participation, Responsibilities, and Obligations of the Partner

Implementation of the Project

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

4.2 In the undertaking of this Agreement, 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".

4.3 The Partner shall take all reasonable precautions to avoid any conflict of interest. There is a conflict of interest when 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. Should a conflict of interest arise, the Partner shall bring this immediately to the attention of UNHCR.

Monitoring

4.4 In order to support sound management of the Project and provide quality reporting, the Partner shall establish and maintain a system for monitoring progress of the implementation of the Project using pre-defined objectives, outputs, indicators and targets as set out in the Project Description (Annex A) and Project Work Plan/Instalment Plan (Annex C). This includes the collection, analysis and sharing of data relating to Project activities, performance and impact.

Use of Resources

4.5 All expenses incurred by the Partner shall be consistent with its humanitarian and not-for-profit nature, in line with due diligence and care, applicable standards of conduct, principles of sound financial and risk management, and the provisions of this Agreement.

4.6 The Partner shall utilize resources made available by UNHCR solely towards the cost of implementing the Project in accordance with this Agreement. Eligible Costs shall constitute expenditures for implementing activities as described in the Project Description (Annex A), in accordance with the Project Budget (Annex B) and within the Project Implementation Period specified in Art. 3.3 of the Agreement. Expenditures charged against this Agreement must be for actual costs incurred for authorized activities that are adequately evidenced with original documentation and can be confirmed through verification and audit.

4.7 The Partner shall not charge the same expenditure of any activity to any other projects/funds provided by UNHCR and/or other donors.

4.8 Consistent with numerous United Nations Security Council resolutions relating to terrorism and in particular the financing of terrorism, the Parties shall seek to ensure that resources or any other support received under this Agreement, including but not limited to cash or in-kind contributions, are not used, directly or indirectly, to provide support to terrorism. In accordance with this policy, the Partner agrees to employ all reasonable efforts to ensure that such resources are neither (a) knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity appearing on the lists maintained by the United Nations Security Council Sanctions Committee established pursuant to Security Council Resolution 1267 (1999) and pursuant to other resolutions of the Security Council targeting terrorism (resolutions are available at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml and links to lists maintained at http://www.un.org/sc/committees/list_compend.shtml); nor (b) 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.

4.9 If, during the course of this Agreement, the Partner discovers a link with any organization or individual associated with terrorism it must inform UNHCR immediately.

4.10 If it emerges, at any time, that a person or entity receiving funds from this Agreement either (a) appears on a list maintained by the Security Council Sanctions Committee or (b) is found to be using funds received from UNHCR to provide support to individuals or entities on such lists, then the Partner will immediately inform UNHCR.

Transfer of Monies due to UNHCR from Partner

4.11 The Partner shall credit to UNHCR all Interest Revenue, earned or accrued, on UNHCR Project funds (Art. 6.9 of the Agreement) and any Miscellaneous Revenue. The

Partner shall transfer Interest Revenue and Miscellaneous Revenue in the same currency as it is generated, unless otherwise authorized by UNHCR in writing.

4.12 Miscellaneous Revenue shall include, *inter alia*, foreign exchange gain, proceeds or receivables from the sale of, or insurance claims related to, any item provided pursuant to this Agreement, where the purchase of the item and/or insurance of the item have been procured with funds provided by UNHCR.

4.13 The use of Interest Revenue and Miscellaneous Revenue during the course of the Project, including for activities related to this Agreement, requires written authorization of UNHCR's Controller and an Agreement Amendment.

4.14 The Partner shall transfer to UNHCR all unspent balances and revenues at the same time that it submits the Final Project Financial Report or in any event no later than 30 days after UNHCR acceptance of the Final Project Financial Report.

4.15 Any direction given to the Partner by anyone to incur costs related to this Agreement/its Amendments shall be considered unauthorized and such costs shall be borne entirely by the Partner unless the cost is authorized in Project Budget (Annex B).

4.16 The Partner shall refund within 30 days of identification, any amount that has been overpaid, over budgeted, identified as non-Eligible Costs by UNHCR or its auditors, including whenever the Partner is found to have committed irregularities, fraud or misappropriation, or/and the Partner's reports do not, in the sole opinion of UNHCR, confirm that the expense reported by the Partner constitutes an Eligible Cost incurred in accordance with the terms of the Agreement to have been charged to the Project Budget (Annex B). UNHCR may take all reasonable measures which it considers necessary to recover the affected amount.

4.17 In the event that the Partner fails to make the repayment, UNHCR reserves the right to offset such amount against any other amount payable to the Partner.

Maintenance of Records under this Agreement

4.18 The Partner shall maintain a separate Agreement File containing this Agreement (together with its annexes and appendices) and all other essential records and documentation related to this Agreement for at least seven years from the date of signature of the Agreement. The contents of the File shall be clearly marked with the Symbol of the Agreement. The Partner shall maintain the File with original documents that are accurate, complete and up-to-date and shall not dispose of the File within the aforesaid period without prior written authorisation from UNHCR.

The File shall include, but not be limited to, documentation relating to the following:

- financial accounts and bank statements;
- statements and evidence of payments and transactions;
- budget management;
- contractual arrangements;
- procurement (bidding process, competitive and fair selection, contracts, vendor management, suppliers, rental, lease documentations, etc.);
- Partner Personnel lists of names and functions, evidence of screening and other processes relating to recruitment;
- Goods and Property;
- audit reports;
- performance and monitoring reports;
- oversight and administrative management;

- relevant correspondence with UNHCR; and
- any other essential documentation.

Goods and Property

4.19 The Goods and Property Report shall be updated whenever Goods and Property are acquired with funds or received in-kind from UNHCR for acknowledgment of receipt by the Partner. Where additional Goods and Property arrangements are required, UNHCR and the Partner shall sign a separate agreement based on a UNHCR template (Agreement for the Receipt and the Right of Use of Goods and Property).

4.20 The Partner shall be responsible for the proper custody, maintenance and for any damage, loss, theft, and third party liability in respect of Goods and Property. The Partner must notify UNHCR immediately of loss or damage to Goods and Property. The Partner may be liable for compensation to UNHCR. Any cost of repair or replacement using UNHCR funds beyond what is described in the Project Budget (Annex B), requires written authorization from UNHCR prior to incurring the expense.

4.21 Unless otherwise agreed in writing on a case-by-case basis, the Partner shall obtain appropriate insurance for the protection of Goods and Property against damage, loss, theft and third party liability. UNHCR is to be informed of the compensation received from any claims made against an insurance policy funded by UNHCR and provided with a copy of all related documentation on the insurance claim and settlement immediately upon receipt of such funds. Compensation in cash received shall be credited to UNHCR, as Miscellaneous Revenue, and compensation in-kind shall be Goods and Property.

4.22 In line with UNHCR procedures, the Partner shall establish and maintain records that allow for the tracking of all Goods and Property. The Partner shall not dispose of Goods and Property without prior approval by UNHCR.

4.23 The Partner shall provide a periodic Goods and Property Report, as specified in Art. 5.1 of the Agreement, conduct regular physical verification of property and facilitate periodic visits of UNHCR staff or persons duly authorized for the same purpose.

4.24 Goods and Property shall be transferred by the Partner to UNHCR:

- a. upon completion of the Project; or
- b. at the request of UNHCR; or
- c. upon termination of this Agreement, unless otherwise agreed upon in writing by the Parties.

4.25 Where UNHCR transfers the ownership of Goods and Property to the Partner or a third party, the transfer shall be effected on the basis of a separate agreement based on a UNHCR template (Agreement on the Transfer of Ownership of Goods and Property).

Partner Personnel

4.26 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 hired and/or engaged to perform activities related to the Project including: permanent employees; employees hired on fixed-term basis; consultants; advisors; those temporarily assigned; labor on wages; seconded personnel; volunteers; interns; refugees or other persons of concern on wages; and other similar agents; (hereafter: "Partner Personnel").

4.27 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.

4.28 The Partner shall establish written agreements with Partner Personnel, in accordance with the applicable regulations and relevant legislation. Terms of engagement related to the Project should be clearly stipulated, including *inter alia*: functional title; a description of duties; title; remuneration and other entitlements; duration of employment/engagement; expected conduct; and provisions for the termination of the contract on the grounds of misconduct, incompetence or breach of confidentiality.

4.29 The Partner is responsible for recruiting its personnel. Partner shall have internal recruitment procedures in place which allow screening job applicants in relation to involvement or alleged involvement in misconduct or any action contrary to the values of the United Nations. In cases where UNHCR requires prior consultation upon recruitment for specific positions as jointly identified with the Partner, the conditions for UNHCR's participation in the recruitment process shall be set forth in the Project Description (Annex A). The Partner shall disclose any past allegations of SEA and the outcomes thereof.

4.30 The Partner shall meet all the costs of engaging Partner Personnel including salaries, or wages and other emoluments and entitlements (such as social security, extra-time, taxes, allowances, travel costs, daily subsistence allowance, termination costs, retrenchment costs, etc.) at levels commensurate with established scales and in accordance with applicable regulations and relevant legislation. UNHCR contribution towards Partner Personnel costs will be stipulated in the Project Budget (Annex B).

4.31 UNHCR is not liable for the payment of remuneration, employment/engagement, termination and any other benefits or compensation or benefits payable or accrued over years of engagement by Partner Personnel. The Project Budget (Annex B) stipulates UNHCR's contribution (if any) in the form of periodic flat rates per post towards Partner Personnel costs within the Project Implementation Period defined in Art. 3.3 of the Agreement.

4.32 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 the Partner Personnel Report in the format described in Annex E stipulating the list of names, functions, UNHCR's level of contribution, engagement duration, etc., along with the periodic Project Financial Reports, as specified in Art. 5.1 of the Agreement .

4.33 The Parties shall promote equal opportunity for all genders and shall oppose child labor and the exploitation of labor.

4.34 The Partner shall ensure that Partner Personnel are fully insured against accidents at least at the same level accorded to nationals of the country of operation.

4.35 The Partner shall be fully responsible for all services performed by Partner Personnel and ensures that each member of Partner Personnel complies with this Agreement.

4.36 Partner Personnel shall respect the confidentiality of all Information pertaining to the Project, including information relating to any individual or group of the Population of Concern, as stipulated in Art. 11 below.

4.37 Partner Personnel shall not seek or accept instructions regarding the activities under this Agreement from any external authority, except as required by law in which case the Partner shall notify UNHCR.

4.38. To the extent possible taking into account the need for a victim-centered approach,] Partner Personnel or sub-contractors shall promptly and confidentially record and report allegations of SEA, and any reasonable suspicion (or allegations) of violations of human rights, fraud, corruption and any other misconduct directly to the UNHCR Head of Office in the Country or the UNHCR Inspector General's Office (UNHCR IGO).

Inspection, Monitoring, Audit

4.39 With proper coordination by UNHCR, the Partner shall ensure full and timely cooperation in order to facilitate UNHCR's unhindered access for the purposes of inspection, monitoring, audit, evaluation investigation and other oversight exercise, in relation to the Project and any subjects related to the implementation of this Agreement. The Partner's obligation to cooperate shall include, but not be limited to, making available to UNHCR its personnel, affiliates and sub-contractors and allowing access to any relevant documentation and records, premises and Project sites at reasonable times and conditions.

4.40 Whenever UNHCR undertakes inspection, monitoring, verification, audit, evaluation, investigation and other oversight exercise, the Partner shall refrain from obstructive practices intended to materially undermine or impede UNHCR access to information, including destruction, falsification, alteration, or concealment of evidence and supporting documents.

4.41 For the conduct of the activities referred in Art. 4.39 above, UNHCR may assign staff of UNHCR IGO, the UNHCR Internal Audit Division of the United Nations Office of Internal Oversight Services (OIOS), and the United Nations Board of Auditors, Field Staff or any other person duly authorized by UNHCR in coordination with the Partner. Such activities may take place within a period of seven years from the date of the signature of the Agreement. The Partner shall provide its full and timely cooperation with any such investigations.

4.42 All Projects funded by UNHCR are subject to audit and UNHCR reserves the right to undertake the audit of this Agreement. The cost of any audit commissioned by UNHCR shall be paid directly by UNHCR to the service provider unless otherwise expressly agreed to in advance by the Parties in writing.

4.43 An audit may cover matters related to the use and management of funds, accounting and internal control systems, achievement of expected results pursuant to this Agreement, reports and other matters related to the Project implementation and compliance of the Partner with this Agreement.

4.44 The outcome of audit shall be shared with the Partner within 15 days of issuance of the audit report to UNHCR. The Partner shall be provided the opportunity to comment on the results. The Parties shall agree and take an appropriate course of action to address audit observations.

Article 5 - Integrity, Ethical and Professional Conduct

5.1 The Parties commit to carry out all their activities in accordance with the highest ethical and professional standards, both within their respective organizations and externally (including partners to whom they may assign the execution of activities pursuant

to this Agreement, commercial suppliers, and other affiliates), in conformity with their humanitarian nature, and standards of service and proper conduct for humanitarian actors. This includes sound stewardship, effective use of resources and management of the Project as well as personal and organizational conduct maintaining credibility, reputation, and integrity in order to protect, and attain the best results for the Population of Concern.

5.2 The Parties shall commit to put in place policies that outline expectation regarding the conduct of personnel and demonstrate evidence of implementation of these policies, including that their personnel do not derive personal benefit as a result of their involvement in activities and work for the Partner and/or for UNHCR.

5.3 The Parties shall undertake to inform their personnel to refrain from any conduct that could 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 that is incompatible with the aim and objectives of the United Nations or the mandate of UNHCR.

5.4 The Partner acknowledges and agrees that, in accordance with UNHCR's Strategic Framework for the Prevention of Fraud and Corruption (IOM-FOM 044/2013), the Parties shall have zero tolerance for corrupt and fraudulent practices, or any other form of misconduct including conflict of interest and shall establish measures for preventing, detecting, reporting and sanctioning corrupt and fraudulent acts.

5.5 The Partner acknowledges and agrees that neither UNHCR nor any personnel of the Parties shall tolerate sexual exploitation and abuse, and rights violations. For the purpose of the application of the provisions of this Agreement, the definitions set forth in the [UN Protocol on Allegations of Sexual Exploitation and Abuse \(SEA\) involving Implementing Partners \(No. 0742\)](#) shall apply accordingly.

5.6 It is the shared responsibility of both Parties to communicate the UN mandatory reporting of SEA allegations to all related personnel, affiliates and subcontractors and to ensure the establishment of reporting mechanisms at operational level. To the extent possible taking into account the need for a victim-centered approach in line with Art. 5.7 below, the Partner shall promptly and confidentially record and report to the UNHCR Head of Office in the Country of operation or to the UNHCR IGO any allegations of SEA, or any reasonable suspicion (or allegations) of violations of human rights of refugees and other persons of concern, of which Partner has been informed or has otherwise become aware.

5.7 The Parties shall undertake all reasonable and appropriate measures to prevent, and oblige their personnel to refrain from violating human rights, exploiting and abusing Persons of Concern, participating in fraud and corruption, and engaging in any other form of behavior that could amount to misconduct.

5.8 The Parties shall, inter alia, ensure that their personnel have undertaken and successfully completed appropriate training with regard to the prevention of SEA as well as the protection of human rights of refugees and other persons of concern. Such training shall include but not be limited to: reference to the definitions and prohibition of SEA, and violations of human rights; a clear and unambiguous statement that any form of SEA, and any conduct that undermines the safeguarding of refugees and other persons of concern, is prohibited; the requirement that any allegations of SEA, or violations of human rights be promptly reported; and the requirement that alleged victims of SEA or violations of human rights, be referred for immediate, professional assistance. Where the Partner has not put in place its own training regarding the prevention of SEA, the Partner may use the training

material available on the UN Partner Portal. The Partner shall provide to UNHCR supporting documentation in relation to regular training offered to its Partner Personnel on prevention and response to SEA within the expected timeframe of 90 days of signing the agreement.

5.9 The Parties shall design, establish and manage the application of standard operating procedures for protection from SEA, including joint community-based complaint mechanisms and support for victims and survivors. The Parties shall adhere to the principles of “do no harm”, confidentiality, safety and non-discrimination when responding to allegations of SEA. A victim-centered approach shall guide SEA prevention and response whereby the victim is informed, participates in the decision-making process and provides consent on the possible use and disclosure of their information.

5.10 The Partner shall ensure close coordination with UNHCR regarding the planning and conduct of any investigation or administrative action in regard to allegations of any SEA, violations of human rights, fraudulent acts, corruption and any other form of misconduct, and shall share with UNHCR the full investigation report, or a redacted summary thereof to safeguard confidentiality, if advised by legal counsel that sharing the full report could jeopardize the Partner’s attorney-client privilege in the context of any governmental or third party (i.e. not the United Nations or any of its subordinate or related offices or agencies) investigation or administrative action.

5.11 When deemed necessary and appropriate by both Parties, UNHCR may conduct an investigation in coordination with the Partner and share the findings with the Partner. Alternatively, the Partner may request UNHCR support to conduct an investigation.

5.12 Appendix 3 (Standards for Management of Misconduct) of this Agreement lists minimum standards and procedures in relation to managing misconduct that the Partner is expected to have in place.

5.13 The Partner’s failure to take effective measures to prevent SEA, fraudulent acts, corruption, or any other form of misconduct, or failure to investigate allegations or to request UNHCR investigative support in this regard, and to take disciplinary and corrective actions when misconduct is found to have occurred, shall constitute grounds for termination of this Agreement under Art.18 below.

Article 6 - Assignment to a Third Party – Non-Commercial Entities

6.1 Unless agreed in advance by both Parties in writing, the Partner cannot delegate, in part, or in full, any aspect of implementation of this Agreement to a third party that is not a signatory to this Agreement. The Partner shall demonstrate that delegation to a third party would add value to the delivery of the Project and shall ensure that any sub-contractor or third party assigned to implement activities pursuant to this Agreement does not further sub-contract to a third party the execution of Project activities. The agreed arrangements shall be reflected in the Project Description (Annex A). Under no circumstances shall such assignment release the Partner from its obligations towards UNHCR for implementing this Agreement.

6.2 The terms of any third party assignment or delegation, be it a commercial contract, a sub-agreement with another not-for-profit partner, or any other sub-contracting arrangement, shall be subject to, and shall be construed in a manner that is fully in accordance with this Agreement. The Partner shall include provisions similar to Art. 5 in

all sub-contracts or sub-agreements entered into by the Partner with UNHCR's approval in accordance with this Art. 6.

Article 7 No Party to Benefit

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

Article 8 - Compliance with Legislation

8.1 The Partner shall have an independent legal status vis-à-vis UNHCR. Partner's personnel, sub-contractors and other affiliates shall not be considered in any respect as being the employees or agents of UNHCR.

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

Article 9- Taxation and Customs

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

Article 10 - Copyright, Patents and Other Proprietary Rights

10.1 Unless otherwise agreed on a case-by-case basis where the partner provides a meaningful financial contribution to the Project, UNHCR shall be entitled to all intellectual property and other proprietary rights. This includes, but is not limited to, patents, copyrights, trademarks and databases, with regard to products or documents and other materials which bear a direct relation to or are produced, prepared or collected as a result of or in the course of the execution of this Agreement.

10.2 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 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.

10.4 Subject to the preceding paragraphs, all data compiled by or received by the Partner under this Agreement, including maps, drawings, plans, reports, estimates, recommendations and other documents, 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 upon completion of the activities under this Agreement, unless agreed otherwise by UNHCR on case by case basis.

10.5 At the request of the Partner, UNHCR may grant a license, for a specific purpose, to use the product produced, prepared or the data collected as a result of or in the course of the execution of this Agreement.

Article 11 - Confidentiality

11.1 The Parties shall respect the confidentiality of all Information pertaining to the Project.

11.2 Should the Partner wish to disclose Information produced in the exercise of this Agreement to a third party, it must seek UNHCR's prior consent to such disclosure.

11.3 Information that was in either Party's possession prior to the performance of this Agreement or which came in either Party's possession independently from the performance of this Agreement and which 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. Furthermore, 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.

11.4 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 such Information 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.

11.5 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.

11.6 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, or (v) information that the Partner may be required by law to disclose, to the extent required by law and 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 reasonable opportunity to take protective measures or such other actions as may be appropriate before any such disclosure is made.

Article 12 - Personal Data Protection

12.1 Where the collection and processing of Personal Data of persons of concern to UNHCR is part of the responsibilities of the Partner under this Agreement, the Partner warrants and undertakes to respect and implement (i) the same or comparable standards and basic principles of personal data protection as contained in UNHCR's Policy on the Protection of personal Data of Persons of Concerns

(<https://www.refworld.org/docid/55643c1d4.html>) and (ii) data privacy laws applicable to the processing of data by the Partner.

12.2 The processing of Personal Data of persons of concern shall be the object of an Annex F to this Agreement. The Annex shall set out the Personal Data elements or categories of Personal Data to be processed, the specific and legitimate purposes, conditions for recording prior consent of persons of concern where appropriate, and the extent and modalities of the Partner fulfilling UNHCR's obligations to respond to requests from persons of concern for exercising their rights under UNHCR Data Protection Policy.

12.3 The Partner warrants and represents that it shall only process Personal Data of persons of concern in order to implement the Project for the purposes specified in the Annex on Personal Data Processing and not in any other way incompatible with such purposes. Further, the Partner shall not authorize a third party (another organization, subcontractor or agent) to process the Personal Data without UNHCR's prior written authorization.

12.4 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. The Partner warrants and undertakes that all Partner Personnel who are authorized to access Personal Data have committed themselves to comply with the Partner's obligations in relation to Personal Data, in particular confidentiality, or are under an appropriate statutory obligation in that respect.

12.5 The Partner warrants and represents that it shall establish and maintain appropriate technical and organizational measures, in compliance with best industry standards and where necessary with UNHCR's assistance, against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data stored or otherwise processed (Personal Data Breach).

12.6 The Partner shall promptly notify UNHCR of any actual or threatened Personal Data Breach or any breach of the obligations under Art. 12.1 to 12.5 above. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

12.7 The obligations and restrictions set out in in Art. 11 and this Art. 12 shall be effective during the term of this Agreement, including any extension thereof, and shall remain in effect following any termination of this Agreement, unless otherwise agreed between the Parties in writing. The Partner shall make available to UNHCR all information necessary to demonstrate compliance with the terms of this Agreement with regard to the processing of Personal Data.

12.8 After termination of this Agreement, the Partner shall return all Personal Data collected for the performance of this Agreement to UNHCR and delete existing copies, unless (i) 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 or (ii) retention is required under applicable national law.

Article 13 - Visibility

13.1 Where security permits, and appropriate the Parties agree to provide visibility and fully identify and acknowledge the funding and contribution towards the Project by each Party in reports, statements, advertisements and other materials relating to this Agreement.

13.2 Neither Party is responsible for the contents of communication material prepared by the other Party. In addition, the Partner must include the following disclaimer in its publications pertaining to the Project:

“This publication has been produced with the assistance of the Office of the United Nations High Commissioner for Refugees (UNHCR). 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.”

13.3 The Partner is permitted to use UNHCR’s name, acronym and visibility logo only for the purpose of giving effect to Art. 13.1. The UNHCR visibility logo will be provided to the Partner upon request. The UNHCR visibility logo must be used in its integrality and may not be altered. The UNHCR visibility logo must be displayed in pantone blue 300 color or in black/white and negative, and must appear prominently and be presented separately from the Partner’s logo.

13.4 UNHCR is permitted to use the Partner’s name, acronym and visibility logo only for the purpose of giving effect to Art. 13.1. UNHCR is responsible for using the Partner’s logo only to the extent to which the Partner provides permission to UNHCR and in accordance with clear, reasonable and practical instructions to be provided by the Partner, similar to those provided in Art. 13.3.

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

Article 14 - Responsibility for Claims

14.1 UNHCR shall 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, and damage to property or other hazards that may be suffered by Partner Personnel solely 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. The Partner shall also be fully responsible for adequate medical and life insurance for Partner Personnel, as well as insurance coverage for service-incurred illness, disability or death.

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

Article 15 - Privileges and Immunities

15.1 Nothing in this Agreement and its appendices and annexes (including Information Disclosure) shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.

Article 16 - Force Majeure and Other Changes in Condition

16.1 If during the period covered by this Agreement, the Partner is prevented from carrying out its obligations under 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.

16.2 Should the number of the Population of Concern, 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 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.

16.3 In the event of any occurrence constituting force majeure, the Partner shall give notice and full particulars in writing to UNHCR as soon as possible, if the Partner is thereby rendered unable, wholly or in part, to perform its obligations under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement, with either Party giving to the other at least seven days written notice of such Termination.

16.4 Force majeure as used in this Agreement 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 and that such acts or unrest were not in existence at the time that the Project started or reasonably contemplated at the time that the Project was defined. The Parties acknowledge and agree that the existence of harsh conditions within areas from which the UN are disengaging from humanitarian operations or which are subject to civil unrest is not, in and of itself, force majeure.

Article 17 - Amicable Settlement and Arbitration

17.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, invalidity or termination thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of 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, in writing.

17.2 Any dispute, controversy or claim between the Parties arising out of this Agreement or the breach, invalidity or termination thereof, unless settled amicably in accordance with Art. 17.1 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 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.

17.3 The arbitral tribunal shall be empowered to order the return or destruction of 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. In addition, unless otherwise expressly provided in this 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.

17.4 Except as otherwise set forth in this Agreement, any arbitral proceedings in accordance with Art.17.1, arising out of this Agreement must be commenced within three years after the cause of the action has occurred.

Article 18 - Termination

18.1 Termination is the cessation of this Agreement prior to the end of the Project Implementation Period. Either Party may terminate this Agreement without cause at any time by giving ninety (90) days advance written notice to the other Party.

18.2 In the event of termination, both Parties shall strive to ensure that there is no adverse impact on the Population of Concern. The Parties shall develop an action plan for proper winding down of the Agreement.

18.3 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. If the Partner or its personnel appear on a list maintained by the UN Security Council Sanctions Committee pursuant to Security Council resolutions targeting terrorism or if the Partner is found to be in violation of its obligations under Art. 4.8 to 4.10 of the Agreement.
- b. Violation of laws, use of child labor, sexual exploitation and abuse, fraud, corruption, anti-personnel mine manufacture, and other ethical misconduct.
- c. Failure of the Partner to take appropriate measures to prevent, and protect persons of concern from, SEA or other 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, 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 the partnership no longer possible.

18.4 UNHCR may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Agreement with cause at any time with immediate effect by giving written notice to the Partner if the Partner is adjudged bankrupt, or liquidated or become insolvent, or if the Partner makes an assignment for the benefit of its creditors, or if a Receiver is appointed on account of the insolvency of the Partner. The Partner shall immediately inform UNHCR of the occurrence of any of the above events.

18.5 Upon written notice of termination of this Agreement pursuant to Art. 16.2 to 16.3, and Art. 18.1 to 18.4, the Partner shall, except when otherwise 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, withdraw Partner Personnel, transfer to UNHCR all completed or partly completed works, settle or terminate all contractual liabilities, settle all financial obligations, and render a final financial and narrative report to UNHCR within the timeframe specified by UNHCR.

18.6 In the event of 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 date of termination. UNHCR shall not be liable for any expenditure or commitment in excess of remittances actually made, unless these were expressly authorized in writing by UNHCR. Upon UNHCR settlement of the authorized payment, UNHCR shall be relieved from any further obligations under this Agreement or liability for compensation.

18.7 In the event of termination pursuant to Art. 18.1 to 18.4, the Partner shall render to UNHCR reports meeting the requirements of the final reports otherwise due at the normal expiry of the term of this Agreement and shall transfer to UNHCR all unspent funds, revenues and other assets provided under this Agreement and any other amounts due to UNHCR pursuant to the terms hereof.

18.8 In the event of termination pursuant to Art. 18.1 to 18.4, 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 even if the Partner is adjudged bankrupt, is granted a moratorium or stay, or is declared insolvent.

APPENDIX 3: STANDARDS FOR MANAGING MISCONDUCT

This Appendix sets out the responsibilities of the Partner with regard to having in place minimum standards for managing misconduct pursuant to Art. 5.1 to 5.13 of Appendix 2. It contains:

- A listing of types of misconduct;
- A set of recommended minimum investigation standards;
- Standards on ensuring protection from sexual exploitation and abuse; and
- Procedures for reporting of misconduct.

The Partner is expected to have reasonable and appropriate measures, policies, procedures and standards in place for preventing, detecting, reporting, investigating and sanctioning misconduct as outlined below, or as a minimum have a plan and timeframe in place for the progressive realization thereof.

1. Types of misconduct

For the purpose of this Agreement misconduct shall be defined as “a failure (i) to protect persons of concern from misconduct, and (ii) to observe the rules of conduct or the standards of behaviour prescribed by the Partner, pursuant to this document”. This definition shall include, but not be limited to:

- Sexual harassment
- Work place harassment and abuse of authority
- Assault or threats
- Non-compliance with local laws that are compatible with international norms and standards
- Breach of confidentiality
- Sexual exploitation and abuse
- Fraud (including entitlement fraud)
- Corruption and bribery
- Theft
- Gross negligence
- Discrimination
- Conflict of interest
- Misrepresentation or false certification on claims, benefits or UNHCR funded project reports
- Misuse of assets (including funds, in-kind relief items, office equipment, files, vehicles, etc.)
- Risk of life to staff, persons of concern or others
- Substantial violations of principles and terms of this Agreement
- Violations to the applicable procurement rules
- 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 managing misconduct and investigations

The Partner shall refrain from all forms of misconduct, protect persons of concern from exploitation and abuse, and report as well as investigate allegations of abuse, corruption, fraud and other possible misconduct against its personnel. As such, the Partner shall have minimum 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:

- Code of Conduct policy

- Complaints Mechanism
- Investigation Guidelines
- Where multiple agencies are implicated, procedures for conducting a joint investigation when warranted
- Human resources policies on personnel confidentiality, staff induction, training and staff development
- Policies on confidentiality of data and information disclosure
- Policies on child protection, sexual exploitation and abuse,
- Policies on 'whistleblowing' / protection against retaliation,
- Policies against the misuse of resources, fraudulent acts, corruption, and other forms of misconduct subject to investigation,
- Disciplinary system, including disciplinary proceedings and applicable disciplinary and administrative measures, such as recovery of assets,
- Investigative capacity, including protocols and trained investigators (or alternatively, collaboration with another agency or UNHCR to utilize investigators.)

3. Ensuring protection from sexual exploitation and abuse

Sexual exploitation and abuse is a type of serious misconduct. For the purpose of this Agreement, sexual exploitation and abuse are characterized and defined as follows:

Sexual exploitation and sexual abuse may occur in many different forms. Sexual exploitation is defined as any actual or attempted abuse of a position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual abuse is the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions:

- Sexual exploitation and abuse by personnel of the Partner constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including dismissal.
- Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally¹. Mistaken belief in the age of a child is not a defence.
- Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited. This includes any exchange of assistance that is due to refugees or other persons of concern of UNHCR.
- Sexual relationships between Partner personnel, and refugees or other persons of concern to UNHCR may 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.
- Where Partner personnel have concerns or suspicions regarding sexual abuse or exploitation by a fellow humanitarian worker, regardless by whom this fellow humanitarian worker is employed, he or she must report such concerns to UNHCR and the Partner pursuant to the reporting section 4, below.
- The Partner and UNHCR shall create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of their codes of conduct. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

¹ The executive head of the Partner may use his/her discretion in applying this standard where an employee is legally married to someone under the age of eighteen but over the age of majority or consent in their country of citizenship.

These six standards are not exhaustive. Other types of sexually exploitative or abusive behaviour may be grounds for disciplinary measures, including dismissal.

4. Reporting of misconduct

The UNHCR IGO is responsible for ensuring that possible misconduct involving any entity or person having a direct contractual link with UNHCR is properly investigated. A personnel member of the Partner or UNHCR that learns about possible misconduct related to activities under this Agreement should contact the Partner, the UNHCR IGO or UNHCR Head of Office in the country of operation, as appropriate.

The UNHCR IGO may be contacted at: inspector@unhcr.org as well as through the UNHCR website: www.unhcr.org/php/complaints.php.

Guidance for partners on additional information on standard operating procedures, sharing sensitive material case information, confidentiality, managing case files and evidence may be sought from UNHCR IGO.