

APPENDIX 2- STANDARD GENERAL PROVISIONS

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 (Section 1), 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. 3.2 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. 3.2 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, and Investigation

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. 4.38 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.

NOT FOR SIGNATURE