

Annex G: Standard Amendment for Multi-Year Project Partnership Agreement (Governmental Partner)

PREAMBLE

- i. This Annex amends the terms of the Multi-Year Project Partnership Agreement (Governmental Partner) for the purposes of introducing key terms introduced by UNHCR in its revised Project Partnership Agreement template documentation.

THE PARTIES HAVE AGREED:

1. Revised Provisions

The Parties agree to the revision of the Agreement to address the emerged needs and make necessary modification to the Project in light of UNHCR's revisions to the legal framework applicable to Partners.

2. Resource Requirements and Financial Arrangements – Article 6 of the Agreement (except for the tables in Articles 6.3 and 6.5, and the bank details given in Article 6.9); Articles 4.5-4.7 of Appendix 2 of the Agreement; and the definitions of 'Eligible Costs' in Appendix 1 of the Agreement are hereby deleted and replaced with the following:

2.1 Installments. UNHCR shall, subject to the availability of funds, make payment of the first installment to the Partner in the amount specified in the table in Article 6.5 of the Agreement. The number of subsequent installments is specified in the table in Article 6.5 of the Agreement. Subsequent installments will be paid following receipt and verification by UNHCR of a Financial Report from the Partner. Under exceptional circumstances, UNHCR may release an installment prior to receipt and verification of a Financial Report by a Partner. The disbursement by UNHCR of each subsequent installment is subject to availability of funds to UNHCR and the amount of such subsequent installment shall be determined by UNHCR so as to be commensurate with the actual performance of the Project and planned work for the next period in accordance with the Agreement. The amount of a subsequent installment will be adjusted to offset any unspent or unreported balance remaining with the Partner from any previous installments, and due receivables as a result of verification, audits, investigations and other findings.

Bank accounts; Currency; Interest and Miscellaneous Revenue

2.2 Partner's bank accounts. UNHCR shall transfer funds solely to the bank account(s) set out in Article 6.9 of the Agreement.

2.3 Separate Interest Bearing Account. The account(s) specified in Article 6.9 of the Agreement shall preferably be an interest-bearing separate bank account (used by the Partner to receive funds solely from UNHCR, with no co-mingling with funds from sources other than UNHCR).

2.4 Pooled Bank Accounts. If an account is a pooled bank account (where the account receives funds from other, non-UNHCR, sources), the Partner shall ensure that contribution accounting is transparent, traceable and auditable for each transaction and accessible to UNHCR and any other entity duly authorized by UNHCR.

2.5 Currency; Rate of Exchange. UNHCR shall transfer the funds in the currency set out in the Budget. The Partner shall spend and report in the same currency as agreed in the Budget. Expenses in a currency other than the currency of the Budget should only take place in limited amounts where necessary or otherwise be authorized by UNHCR. In such cases, the Partner shall translate and report its expenses by applying the United Nations operational rate of exchange in effect at the time the expenses are incurred. UNHCR shall not be responsible for any losses/gains which the Partner may incur as a result of changes in foreign exchange rates.

2.6 Interest Income and Miscellaneous Revenue. Any Interest Revenue and Miscellaneous Revenue earned during the implementation of the Project shall be accounted for at the end of the Project when submitting the Final Financial Report for the purpose of calculating any unspent balances due to UNHCR under Article 3.1 below ("Unspent balances"). The Partner shall, upon request, provide UNHCR with details of the calculation of the amount of Interest Revenue and Miscellaneous Revenue attributed to the Project.

Partner's financial obligations

2.7 Budget. Subject to the remainder of this Article, the Partner shall use the financial resources provided by UNHCR in accordance with the Budget and solely for the purposes of the Project.

2.8 Direct costs. The Partner may charge to the Project the necessary and reasonable costs incurred in delivering a specific programme or project. These costs arise directly because of the activities required to implement the programme or project. They may be 100% dedicated to the Project or they may be shared among and benefitting from all projects implemented by the Partner in a particular country office or area/sub-office. Where an apportionment method is used, the Partner and UNHCR will agree on the appropriate apportionment model. The Partner shall not charge the same costs of any activity to any other projects/funds provided by UNHCR and/or from non-UNHCR sources.

2.9 Ineligible costs. The Partner shall not charge any of the following costs to the Project:

- (a) losses or provision for losses due to fraud and corruption;
- (b) purchase of land and buildings (unless explicitly agreed in the Project Description and the Budget);
- (c) interest/debt servicing costs;
- (d) disallowed costs from activities funded through other funding arrangements;
- (e) costs of raising unrestricted or unearmarked funds for the Partner;
- (f) costs of gifts and donations;
- (g) alcohol costs;
- (h) entertainment costs; or
- (i) exchange losses which the Partner may incur as a result of changes in foreign exchange rates.

2.10 Budget flexibility. The Project Description and the Budget are structured in accordance with UNHCR's results chain. To allow for changing conditions and circumstances, the Partner may make discretionary budget transfers between Accounts within or between Outputs. The flexibility between Outputs shall be up to the limit set out in the following. If the Partner foresees that it will exceed this permitted level of flexibility, the Partner shall consult UNHCR and the Parties shall consider, in good faith, an Amendment to the Budget. Budget transfers must not increase the budget of a Pillar without a formal Amendment.

___ The Partner may make discretionary budget transfers between Accounts within or between Outputs(*). The value of any Output should not deviate from its original budget by thirty percent (30%) or more. The results at the Output level should remain the same as set out in the Project Description.

[QR – please tick either the above or below box before sharing the Agreement for signature]

__The Partner may make discretionary budget transfers between Accounts within and between Outputs(*). The value of any Output should not deviate from its original budget by fifty percent (50%) or more. The results at the Output level should remain the same as set out in the Project Description.

(*). Some Outputs may be split across multiple Situations, Population Planning Groups (PPG), Sites, Goal, Cost Centre, Objectives or Rights Group within a Pillar. The “budget” for the Output shall be the total of all of the budgets for that Output across all Situations, PPG, Sites, Goal, Cost Centre, Objectives and Rights Group within the relevant Pillar. There can be no movement of funds between Pillars without a formal Amendment to the Budget. This flexibility is subject to any earmarking conditions specified in Annex A (Project Description).

2.11 Co-funding. The Project Description sets out the extent to which the success of the Project and the achievement of results is dependent on inputs from non-UNHCR sources – namely by the Partner itself or by other parties. The Partner and UNHCR shall make all reasonable efforts to secure those resources/inputs. The Partner shall inform UNHCR of any changes to other parties’ contributions, including changes in amounts from already identified other parties and contributions from other sources.

2.12 Costs actually incurred; supporting documentation. The Partner shall ensure that all costs charged to the Project are for costs actually incurred and that all costs are adequately evidenced with original documentation, including invoices, receipts, and time/attendance records of personnel, and can be confirmed through verification and audit.

3. Transfer of monies due to UNHCR from Partner – Articles 4.11-4.17 of Appendix 2 of the Agreement are hereby deleted and replaced with the following:

3.1 Unspent balances. The Partner shall transfer to UNHCR all unspent balances within 30 days after UNHCR’s acceptance of the Final Financial Report.

3.2 Refunds. The Partner shall refund to UNHCR any amount that has been identified by UNHCR or its auditors as financial resources not treated in compliance with Article 2 (“Partner’s financial obligations”) or other provisions in the Agreement. This includes amounts that have arisen from irregularities, fraud or misappropriation, or amounts which are not supported by sufficient evidence that they were actually incurred and were for the purpose of the Project. The Partner shall make the refund within 30 days of being requested to do so in writing by UNHCR.

3.3 Other amounts. The Partner will transfer to UNHCR any other amounts owed under the Agreement, including compensation for losses to Goods and Property. The Partner shall do so within 30 days after UNHCR’s acceptance of the relevant Final Report.

3.4 Offsets and other measures. In the event that the Partner fails to make refunds or otherwise effect transfers of monies due to UNHCR, UNHCR may take all reasonable measures which it considers necessary to recover the affected amount, including offsetting such amount against any other amount payable to the Partner.

4. Partner Personnel Funding – Article 5.5 of the Agreement and Article 4.32 of Appendix 2 of the Agreement are hereby deleted and replaced with the following:

4.1 Recording of funding toward Partner Personnel; Lists. The Partner shall accurately and transparently record the contribution of UNHCR and from other funding sources towards Partner Personnel. The Partner shall, in accordance with the frequency specified in the Partner Personnel Reports identified in Article 5.1 of the Agreement, provide a list of personnel charged to the Project either in a format provided by UNHCR or using a similar format that includes the name, function and amount charged to the Project. The information provided pursuant to this Article 4.1 will enable UNHCR or its agents to verify that all Partner Personnel charged to the Project worked on activities related to the Project and that Partner Personnel costs were not inappropriately double-charged to UNHCR and other funding sources.

5. Insurance – Article 4.21 of Appendix 2 and, if applicable, paragraph vii of item b of the Specialized Project Activity Provision related to Warehouse and Inventory Management in Article 8 of the Agreement are hereby deleted and replaced with the following:

5.1 Insurance. The Partner shall use reasonable efforts to obtain and/or maintain appropriate insurance for Goods and Property against damage, loss, theft and third-party liability which the Partner determines necessary in the application of reasonable risk mitigation measures. If such an insurance policy is taken out and if the premium and/or excess is charged to the Project, the Partner shall inform UNHCR of the compensation received from any claims made against an insurance policy and shall provide UNHCR with a copy of all related documentation on the insurance claim and settlement immediately upon receipt of such funds. Compensation received from the claim shall be credited to the Project as Miscellaneous Revenue.

6. General Provisions – The following general provision is hereby inserted into the Agreement:

6.1 Information and undertakings incorporated by reference. The Partner has accurately and completely provided all information and undertakings required in connection with its registration in the UN Partner Portal and the selection process for the Project. Such information and undertakings are incorporated by reference into, and form an integral part of, the Agreement and are deemed to be true and complete as of the date the Agreement enters into effect and for the entire term of the Agreement. If the Partner has not completed the registration and undertakings required in the UN Partner Portal by the time of signature of this Amendment Agreement, it will do so within 90 days of signature of the Amendment Agreement, or the Agreement may be terminated by UNHCR with immediate effect.

7. Appendices and Annexes – Article 10 of the Agreement is hereby deleted and replaced with the following:

7.1 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://unpartnerportalco.zendesk.com/hc/en-us/sections/360011949773-UNHCR-Partnership-Agreements>).

Appendices

Appendix 1 – Definitions
Appendix 2 – Standard General Provisions (as revised above)
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 – Project Work Plan/Instalment Plan – not applicable
Annex D – Project Reporting Formats – not applicable
Annex E – Partner Personnel List – not applicable
Annex F – Processing and Protection of Personal Data of Persons of Concern
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