TRIPARTITE PROJECT AGREEMENT

(GOVERMENTAL OR NON-GOVERNMENTAL NON-PROFIT PARTNER)

*Project Symbol:* **UNHCR / Business Unit / YYYY / ABC / Pillar / PPG / Implementer / Agreement Number / Amendment**

**(generated by MSRP when an Agreement is created in MSRP)**

*AGREEMENT*

*UNDER THE PROGRAMME OF THE UNITED NATIONS*

*HIGH COMMISSIONER FOR REFUGEES*

**BETWEEN**

**THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

(hereinafter referred to as "UNHCR")

**AND**

the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as "the Partner")

**AND**

the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as "the Government")

(all hereinafter referred to as "the Parties")

**PREAMBLE**

(i) GIVEN that the participation of UNHCR in the establishment and funding of this Project is in accordance with the principles of the humanitarian and non-political mandate of UNHCR;

(ii) GIVEN that the nature of most UNHCR Projects is such that they are usually implemented partly by UNHCR and partly through related Projects undertaken by a range of implementing partners in a spirit of solidarity to address the multi-faceted needs of refugees and other persons of concern to UNHCR;

(iii) GIVEN that the Parties involved in this Project have agreed to fully cooperate and act in consultation with each other and to avail themselves of each other’s’ advisory services during the establishment and implementation of this Project, which is to assist beneficiaries in the manner and in accordance with the implementation procedures and responsibilities described in the Project documentation and in the related Project Description attached as Annex A to this Agreement, its related Budget and Work Plan respectively set out in Annexes B and C of this Agreement (hereinafter referred to as “the Project”);

(iv) GIVEN that funds have been made available to UNHCR in the amount stated as the initial obligation in the Basic Project Data (Art. 2.11) for the purpose specified in the Annexes to this Agreement; and

(v) GIVEN that UNHCR shall endeavour to raise additional funds and, subject to their availability and to the actual progress of the Project/Project, shall increase its participation up to the amount stated in the Basic Project Data (Art. 2.10).

**IT IS HEREBY AGREED BY THE PARTIES:**

**Art. 1 Nature and Extent of Co-operation**

The Parties agree to fulfil their respective obligations as set out in this Agreement and implement the Project described in Annex A, in accordance with related Annexes B and C, as well as the Financial and Programme Arrangements as set out in Appendix 1, Standards of Managing Misconduct as set out in Appendix 2, and other agreed terms of stipulated in this Agreement.

**Art. 2 Basic Project Data**

* 1. Project Symbol:*(generated from UNHCR MSRP)*
* Budget Year: 2012: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Partner Code/Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Operation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Cost Centre(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Pillar: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Situation(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Population Planning Group(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Goal(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  1. Project Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. Office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  3. Effective Commencement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  4. Planned Completion Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  5. Liquidation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  6. Level at which Budgetary Transfers are Authorized: *(check box)*

Population Goal Objective Account

Planning Group (PPG)

* 1. Periodic Reporting:

Implementing Partner Report (IPR):

‑ By 10 April for the period ending 31 March (Part 1);

‑ By 15 July for the period ending 30 June (Parts 1 & 2);

‑ By 10 October for the period ending 30 September (Part 1);

‑ By 15 February for the period ending 31 December[[1]](#footnote-1) (Parts 1 & 2).

Other (specify titles and due dates):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Total Project Requirement:

**Cash**

Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UN-rate of exchange: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USD Equivalent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total not exceeding US $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In-Kind**

Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UN rate of exchange: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USD Equivalent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total not exceeding US $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Financial Participation towards Total Project Requirements (state currency):

**Cash**: **In-Kind**:

**UNHCR**

Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UN rate of Exchange: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USD Equivalent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total not exceeding US $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Partner**

Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UN rate of Exchange: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USD Equivalent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total not exceeding US $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Other**

Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UN rate of Exchange: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USD Equivalent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total not exceeding US $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. First Remittance:

Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Indicative Cash Requirements: Currency:

Dates: Amounts:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.13 Partner Data

Full name and Address of Partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone and Fax number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Charity number and Place of Registry: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name and Address of the authorized Partner Representative to sign the Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone and Fax number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Charity number and Place of Registry: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Head Office Focal Point for operation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.14 Bank Account to which UNHCR should remit Funds:

Bank name, address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and clearing number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of account holder,

Account title and number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.14.1

if the adjacent box is *ticked*, it indicates that the account is a separate account for UNHCR Project funds only. Any interest earned will be credited to the Project

if the adjacent box is *ticked* it indicates that the account is a pool account. Interest earned on this account will be apportioned and a fair share will be credited to the Project

2.14.2 Paragraph 6 of Appendix 1 sets out the provisions in relation to the Bank Accounts in which UNHCR funds are to be deposited; it needs to be underlined that UNHCR funds must remain traceable.

**Art. 3 Duration of the Agreement**

3.01The term of this Agreement shall commence on the day the Agreement is signed, unless, for exceptional circumstances,the commencement date is set at an earlier date [Art.2.04], and terminate once all the obligations under this Agreement have been fulfilled. The Project shallcommence and be completed in accordance with the time frame or schedule set out in Art. 2.

3.02 Should either Party during the implementation of the Project consider that a revision of any terms of this Agreement or the Annexes thereto becomes advisable, including its extension beyond the planned completion date indicated in Art. 2.05 or liquidation date set in Art 2.06, then such a revision shall be made prior to the expiration of the Agreement and only with the written consent of the Parties to this Agreement. The revision shall be made in the prescribed form for Supplementary Project Agreements.

**Art. 4 General Responsibilities of the Parties**

* 1. The Partner shall make available the necessary human resources to implement the Project in accordance with this Agreement, namely their respective employees or persons hired for the implementation of the Project including beneficiaries of this Project, agents and subcontractors (referred to as “the Partner Personnel”).

4.02 Responsibility for Claims

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

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

4.03 Terms and Conditions of Partner Personnel

Partner Personnel shall refrain from any conduct that would adversely reflect on UNHCR and the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR; more specifically, they shall prevent, oppose and combat all exploitation and abuse of refugees and other persons of concern to UNHCR as set out in Appendix 2.

4.04 Personnel not to Benefit

The Parties to this Agreement shall guarantee that no personnel of the Partner, UNHCR or the United Nations has been or will be offered any direct or indirect benefit arising from this Agreement or the award thereof. The Parties agree that non-compliance with this provision is a breach of an essential term of this Agreement.

**Art. 5 Obligations of UNHCR**

5.01 Provision of Staff and Services

UNHCR shall assist in the implementation of the Project set out in Annex A by making available the advisory services of its personnel.

5.02 Participation of Other Organizations

UNHCR shall endeavor to promote and facilitate the participation in the Project of other members of the United Nations system, intergovernmental and non-governmental organizations in meeting the total requirements of the Project as stated in its Basic Project Data (Art. 2.09) or otherwise generally help in attaining the Project's objectives.

5.03 Customs

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

5.04. Remittances

5.04.1 UNHCR shall, within the ten working days following the signing of this Agreement by the Parties, make a first remittance (Art. 2.11) to the designated bank account as stated in the Basic Project Data (Art. 2.14).

5.04.2 UNHCR shall, thereafter, and subject to the availability of funds, make further remittances commensurate with the progress of the Project and in accordance with the Project's liquidity status as evidenced by Implementing Partner Financial Reports (Part 1), certifying that not more than 30% of the last installment received remains unspent. A forecast of indicative cash requirements has been agreed and stated in the Basic Project Data. The forecast of indicative cash requirements shall take into account any retention of funds for the payment of procurement by UNHCR as indicated in the Project Description and Budget set out in Annexes A and B.

5.05 Other expenses

UNHCR shall not be liable for the payment of any expenses, fees, tolls, or any other financial cost not outlined by this Agreement, unless UNHCR has explicitly accepted such liability prior to the expenditure by the Partner.

**Art. 6 Obligations of the Partner**

* 1. Use of Funds

The Partner shall utilize UNHCR’s funds towards the cost of implementing the Project in accordance with the Project Description and Budget (Annexes A, B). UNHCR shall not be liable for any expenditure or obligations made in advance or in excess of remittances actually made, unless these were expressly authorized by UNHCR.

* 1. Separate Interest-Bearing Bank Account

The Partner shall deposit all remittances received from UNHCR into a separate bank account unless the deposit into a general or pool account has been authorized in this Agreement (Art. 2.14.1).

* 1. Inspection, Monitoring, Audit, Investigation and Ethical Considerations
     1. The Partner shall facilitate inspection, monitoring and audit of the Project by authorized UNHCR staff, the UNHCR Audit Service of the United Nations Office of the Internal Oversight Services, the UNHCR Inspector General’s Office (IGO), or any other person duly authorized by UNHCR. Should they at any time wish to do so, the United Nations Board of Auditors may also carry out an audit of the Project.
     2. The Partner shall undertake to inform its personnel to refrain from any conduct that would potentially be perceived as having an element of conflict of interest or adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aim and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR.
     3. The Partner shall undertake all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR and engaging in any form of behaviour that could amount to misconduct. The failure of Partners to take effective measures to prevent such abuse or other misconduct, or failure to investigate allegations of the same and to take disciplinary and corrective actions when misconduct is found to have occurred, will constitute grounds for termination of a Project Agreement with UNHCR.
     4. The Partner shall ensure close coordination with UNHCR regarding the planning and conduct of any investigation or administrative action in regard to allegations of such abuse and possible misconduct, and shall share with UNHCR the full investigation report. Where UNHCR deems it necessary and appropriate, UNHCR may conduct the investigation in coordination with the Partner and share the findings with the Partner. The attached Appendix 2 on Standards of Managing Misconduct, setting forth minimum investigation-related standards which partners are expected to have in place, is an integral part of this Agreement.
  2. Partner Participation

The Partner shall endeavour to raise contributions, in cash or in kind, to meet the objectives of the Project and which add to the value stated in the Basic Project Data (Art. 2.10) and as described in the Project Description and Budget annexed thereto; it shall likewise support the efforts of UNHCR to promote further involvement of other parties as noted in Art. 5.02.

6.05 Participation of Other Organizations

The Partner shall inform UNHCR of contributions received from sources other than UNHCR towards the Project requirements and which are related to the achievement of the objectives of the Project as set out in Annex A (as well as other jointly agreed objectives which fall outside the scope of this Agreement).

6.06 Rate of Exchange

The Partner shall apply the most favourable official rate of exchange for all transactions relating to the implementation of the Project.

6.07Taxation and Customs

In situations, where equipment bought by the Partner may be subject to customs duty or taxation, the Partner shall consult with UNHCR on whether and how these payments may be exempted under the applicable international legal instruments.

6.08 Importation Documentation

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

6.09 Assignment and Sub-Contracting

In the event the Partner requires the services of another operational partner, sub-contractor and/or supplier, it shall obtain the prior written approval of UNHCR for all such arrangements as defined in the Project Description. The Partner shall be fully responsible for all work and services performed by these operational partners, sub-contractors and suppliers, and for all acts and omissions committed by them or their employees. The approval of UNHCR of another operational partner, sub-contractor and/or supplier shall not relieve the Partner of any of its obligations under this Agreement. The terms of any arrangement with another operational partner, sub-contractor and/or supplier shall be subject to and conform to the provisions of this Agreement.

6.10 Use of Assets

6.10.1 Where UNHCR provides a right of use of assets and physical structures under this Agreement, this will be specified in a separate Agreement entitled “The Agreement for the Receipt and the Right of Use of UNHCR Assets”(hereinafter referred to as the “Right of Use Agreement”).Assets shall be defined as any item of property valued at US$ 5000 or more per unit, or the equivalent in local currency at the United Nations official rate of exchange, and having a serviceable life of at least one year and owned by UNHCR regardless of its funding source or user, including in-kind donations. Vehicles and boats, plant, telecommunications, computer and security equipment, elsewhere termed “special items,” shall be regarded as assets irrespective of their acquisition value.

6.10.2 Assets provided in-kind or financed by UNHCR shall remain the property of UNHCR and shall be returned to UNHCR upon completion of the Project or upon any other termination of this Agreement, unless otherwise agreed upon in writing by the Parties. During the Project implementation and prior to such return, the Partner shall be responsible for the proper custody, maintenanceand care of all equipment. The Partner shall, for the protection of such assets during implementation of the Project, obtain appropriate insurance against damage, loss, theft and third party liability. Insurance premiums may be charged against the Project budget if such a provision has been made therein.

6.10.3 Funds received from insurance claims are to be credited to the corresponding Project account. UNHCR is to be informed of the amount received and provided with a copy of all related documentation on the insurance claim and settlement immediately upon receipt of such funds.

6.10.4 Where the ownership of assets is transferred, the transfer shall be effected on the basis of an Agreement on the Transfer of Ownership of UNHCR Assets and its provisions.

6.11 Procurement

6.11.1 Procurement by a partner is chosen when the Partner has a clearly proven advantage, such as awareness of local conditions or specific technical expertise and under the condition that the Partner can be expected to carry out such procurement in accordance with certain basic procurement principles. The Project Description (Annex A) will indicate who is responsible for any procurement.

If the adjacent box is *ticked*, it indicates that UNHCR has approved the Partner’s own internal procurement procedures, on the basis of a “pre-qualification” exercise, to undertake procurement; these will have been judged to be in conformity with the basic principles of UNHCR Guidelines for Procurement by Implementing Partner.

## Pre-qualified

If the adjacent box is *ticked*, it means that any procurement to be undertaken as part of this Agreement is subject to the UNHCR IP Procurement Guidelines, attached to this Agreement. By signing this Project Agreement, the Partner undertakes to apply and comply with UNHCR Guidelines for Procurement by Implementing Partner.

## UNHCR

**Guidelines for Procurement by Partner**

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

* 1. Visibility
     1. The Partner shall accord UNHCR the maximum publicity possible, and not less than the Partner enjoys, with regard to the implementation of the Project. The Partner agrees to fully identify and acknowledge UNHCR as a donor of the Project in reports, statements, advertisements and materials regarding the Project.

6.12.2 The Partner shall use UNHCR’s name and logo with respect to the Project, only, and will adhere to the correct use of the logo as defined in the “UNHCR Guide for Logotype Usage”.

6.13 Responsibility of the Partner for Partner Personnel

6.13.1 The Partner shall be fully responsible for all services performed by Partner Personnel as defined in Art. 4.01.

6.13.2 Partner Personnel shall not be considered in any respect as being UNHCR staff members or as having any other contractual link with the Office.

* + 1. Partner Personnel shall neither seek nor accept instructions regarding the activities under the present Agreement from any external authority.

6.14 Compliance with Law

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

#### Art. 7 Status of Partner Personnel

The Government shall be requested by UNHCR to grant to Partner Personnel, other than nationals of the country employed locally or refugees, the privileges and immunities specified in Article V, Section 18, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

**Art. 8 General Conditions**

8.01 Copyright, Patents and other Proprietary Rights

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

8.02 Confidentiality

8.02.1 The confidentiality of any information pertaining to any beneficiary or group of beneficiaries of the Project shall be respected. The contents of any files, including computerized databases, can only be released to persons duly authorized by UNHCR to receive such information, and then only when in the interests of the beneficiary or group of beneficiaries.

8.02.2 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Partner under this Agreement shall be the property of UNHCR, shall be treated as confidential and shall be delivered only to UNHCR Personnel on completion of work under this Agreement.

8.02.3 The Partner may not communicate at any time to any other person, Government or authority external to UNHCR information known to it by reason of its association with UNHCR which has not been made public, except with the authorization of UNHCR; nor shall the Partner at any time use such information to private advantage. These obligations do not lapse upon termination of this Agreement.

8.03 Privileges and immunities

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

8.04 *Force majeure* and other changes in condition

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

8.04.2 Should the number of beneficiaries, for whom assistance was foreseen under the Project, significantly change from the number originally envisaged, or if for any reason, changed circumstances reduce or increase the need for assistance in the amounts as originally foreseen, UNHCR shall be immediately informed so that, after mutual consultation, UNHCR can adapt its participation in the Project to the new situation or discontinue it as the circumstances may warrant.

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

8.05 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

8.06 Arbitration

Any dispute, controversy or claim between the Parties arising out of this Agreement or the breach, termination or invalidity thereof, unless settled amicably in accordance with Art. 8.05 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 arbitration tribunal shall consist of one Arbitrator agreed to by the Parties and appointed in accordance with the UNCITRAL Arbitration Rules. If the Parties cannot agree on the selection of a single arbitrator, then they may appoint each one Arbitrator who shall choose the third Arbitrator. In the event of disagreement as to the nomination of the third arbitrator, the latter shall be appointed by the Chairman of the Court of Arbitration of the International Chamber of Commerce. The arbitration 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.

8.07 Early Termination

8.07.1 If the Partner refuses or fails to execute any substantial work, or separable part thereof, or violates any term, condition or requirement of this Agreement, UNHCR may terminate this Agreement in writing with immediate effect. Such termination shall relieve UNHCR from any further obligations under this Agreement or liability for compensation. The Partner shall return all unspent funds provided under this Agreement and UNHCR property in its possession, if any.

8.07.2 UNHCR may terminate forthwith this Agreement at any time should the mandate or the funding of UNHCR be curtailed or terminated, in which case the Partner shall be reimbursed by UNHCR for all reasonable costs incurred by the Partner prior to receipt of the notice of termination; this does not extend to expenditure incurred in excess of the funds made available under this Agreement.

8.07.3 At any time, if the Partner is sanctioned by the UN Security Council Committee on Sanctions pursuant to resolutions 1267 (1999) and 1989 (2011), or that the Partner has been evidenced supporting, directly or indirectly, individuals and entities associated with those sanctioned by the Committee, UNHCR will terminate the Agreement with immediate effect.

8.07.4 The failure of the Partner to take measures to prevent abuse, investigate allegations of abuse and to take disciplinary and corrective actions when misconduct is found to have occurred, will constitute grounds for termination of the Agreement.

8.07.5 Should the Partner be adjudged bankrupt, or be liquidated or become insolvent, or should the Partner make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Partner, UNHCR may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Agreement forthwith. The Partner shall immediately inform UNHCR of the occurrence of any of the above events.

8.07.6 In the event of any termination by UNHCR under this Article, no payment shall be due from UNHCR to the Partner except for work and services satisfactorily performed in conformity with the express terms of this Agreement. UNHCR shall not be liable for any expenditure or obligations made in advance or in excess of remittances actually made, unless these were expressly authorized by UNHCR.

8.07.7 In the event of any termination under this Article, the Partner shall return all unspent funds provided under this Agreement and UNHCR property in its possession, if any.

**Art. 9 Annexes and Appendices**

Signature by the Partner of this Agreement constitutes formal approval of the Annexes and Appendices listed below, the respective cover pages of which have been initialled by the Parties upon signature:

9.01 Project Description set out in Annex A

9.02 Project Budget set out in Annex B

9.03 Project Workplan set out in Annex C

9.04 Financial and Programme Arrangements set out in Appendix 1

9.05 Standards of Managing Misconduct set out in Appendix 2

* 1. Staffing Table
  2. [list of additional Annexes if any]

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

UNHCR THE PARTNER THE GOVERNMENT

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX 1**

# FINANCIAL AND PROGRAMME ARRANGEMENTS

1. FINANCIAL ARRANGEMENTS

**1. Administrative Costs**

Only those operational and administrative support costs (including International NGOs Headquarters Support Costs) for which provision has specifically been made in the Budget annexed to the Project Agreement shall be charged to the Project, and then only against and not exceeding the amount specified in the budget annexed thereto.

**2. Budgetary Transfers**

The Partner shall be authorized to make up to 15 % transfers within the budget at the “item” level unless otherwise indicated in the Basic Project Data (Project Agreement, Art. 2.07). The budgetary transfers must strictly respect the budgetary levels and must therefore not change the totals of the next higher level (i.e. a 15 % budgetary transfer between “items” must not change the total amount under each of the respective Objective levels etc). Any transfers exceeding 15 per cent shall be subject to prior consultation with, and written authorization by, UNHCR; this will also require a formal and officially authorized and documented revision to the budget.

3. Payment to Beneficiaries

The Partner shall effect payments to the beneficiaries of the Project governed by the Agreement only when the Project Description and the Budget annexed thereto provide for such payments to be made. If a beneficiary is a regular recipient of payments under the terms of this Agreement, the UNHCR Beneficiary Card (UNHCR 109/Rev.1), or its equivalent, should be used to record all such payments to each beneficiary.

**4. Refund of Unspent Balances**

The Partner shall refund all undisbursed funds, including any “miscellaneous revenue” (see paragraphs 6 and 7 below) to UNHCR at the same time as submitting the Final Implementing Partner Financial Report (Final IPFR).

**5. Liquidation Period**

The Partner shall justify an extension of the liquidation period beyond the liquidation date as specified in the Basic Project Data (Project Agreement, Article 2.06), if unliquidated commitments remain on that date. Exceptionally, such an extension may be approved by UNHCR in writing.

**6. Separate Interest-Bearing Bank Account**

The Partner shall deposit all remittances received from UNHCR into a separate bank account unless the deposit into a general or pool account has been authorized in this Agreement. The use of a general or pool account may be authorized if the deposit and the use of UNHCR funds remain traceable. The account into which the UNHCR remittances are deposited should be interest bearing. In the case of a general or pool account, any interest earnings shall be apportioned according to the source of funds and a fair share shall be credited to the UNHCR Project.

**7. Miscellaneous Revenue**

The Partner shall credit any miscellaneous revenue to the Project accounts as a receipt of funds against agreed Project requirements. Miscellaneous revenue shall include, *inter alia*, proceeds or receivables from the sale or insurance claims of any item or property provided under the Project governed by this Agreement, as well as any bank interest earned or accrued on Project funds remitted by UNHCR and which have been deposited or temporarily placed in an interest-bearing account. At the end of the liquidation period of the Project, all miscellaneous revenue remaining in the Project accounts, or which is an outstanding receivable, shall be reported in the Implementing Partner Financial Report (IPFR) due at that time. The use of such miscellaneous revenue during the course of the Project, for Project-related activities, requires prior consultation with and written authorisation by UNHCR.

**8. Maintenance of Financial and Project Records**

* 1. The Partner shall maintain separate Project records and accounts containing current information and documentation which, *inter alia*, shall comprise:

(a) copies of the Agreement(s) and all revisions thereto;

1. payment vouchers, clearly showing the Project symbol, the name of the payee, the amount, the purpose and date of disbursement, evidencing all payments made and with all pertinent supporting documentation attached;

(c) vouchers evidencing the receipt of all remittances, cash or any other form of credit to the Project account;

(d) periodic analyses of actual expenditure against the Project budget;

(e) records of all financial commitments entered into during the duration of the Project; and

(f) reports by auditors on the accounts and activities of the Project.

8.2 The Partner shall also maintain as part of the Project records:

(a) a general ledger accounting system;

(b) bank statements and reconciliations;

(c) cash book(s);

(d) separate accounts of sales and taxes incurred on domestic purchases;

(e) planned staffing tables showing actual staffing;

(f) complete purchase order file including; tender documents, offers, bid tabulation, evaluation, shipping/insurance inspection document, invoices and receiving reports;

(g) inventories of assets and stock (food and non-food items);

(h) employment contracts; and

(i) building and construction contracts and subcontracts.

8.3 The Partner shall allow access to the above Project records to persons duly authorized by UNHCR.

**9. Inspection, Monitor and Audit**

9.1 The Partner shall facilitate inspection and audit of the Project by the UNHCR Audit Service of the United Nations Office of the Internal Oversight Services, the UNHCR Inspector General’s Office, or any other person duly authorized by UNHCR. Should they at any time wish to do so, the United Nations Board of Auditors may also carry out an audit of the Project. Audits of the Project will include, *inter alia*, the examination of the Project accounting records in order to determine that the charging of administrative and operational support costs to the Project complies with those specified in the annexes to this Agreement. For auditing purposes, Project accounting records shall be retained for the six years following the completion of the Project.

9.02 The Partner shall facilitate visits by the duly authorized persons to the Project site(s) to monitor, and evaluate the progress and achievements of the Project during its period of implementation or thereafter.

**10. Audit Certificates**

10.1 Audit Certificate for Governmental Partners

The Governmental Partner shall, when UNHCR Agreements have an aggregate budget value of US $ 100,000 and above, submit to UNHCR, within three months of the final date for liquidation of commitments, an audit certificate. Governmental partners should be audited by the government’s highest audit institution (Auditor General or Court of Audit). For all UNHCR Agreements having a value of less than US$ 100,000, UNHCR reserves the right to request an audit.

* 1. Audit Certificate for International NGO Partners

### For all UNHCR Agreements with an aggregate budget value of US $ 300,000 and above, UNHCR, in consultation with the Partner, will engage an audit firm to conduct an independent audit of the Project(s). The audit report and certificate shall be submitted to UNHCR within three months of the final date for liquidation of commitments. They shall state whether the Final Implementing Partner Financial Report (Final IPFR) submitted by the Partner to UNHCR gives a true and fair view of the state of affairs of the Project over the period of operation. The report should include such comments as the auditor may deem appropriate in respect of Project operations generally. For all UNHCR Agreements having a value of less than US$ 300,000, UNHCR reserves the right to request an audit.

10.3 Audit Certificate for National NGO Partners

For all UNHCR Agreements with an aggregate budget of US $ 100,000 and above, UNHCR, in consultation with the Partner, will engage an audit firm to conduct an independent audit of the Project. The audit report and certificate shall be submitted to UNHCR, within three months of the final date for liquidation of commitments. They shall state whether the FinalImplementing Partner Financial Report (Final IPFR) submitted by the Partner to UNHCR gives a true and fair view of the state of affairs of the Project over the period of operation. The report should include such comments as the auditor may deem appropriate in respect of Project operations generally. For all UNHCR Agreements having a budget of less than US$ 100,000, UNHCR reserves the right to engage an audit firm.

**11.** **General Reporting**

11.1 The Partner shall submit to UNHCR Implementing Partner Reports Part 1 (Financial Report) when requesting the payment by UNHCR of further installments, and Part 1 (Financial Monitoring) and Part 2 (Performance Monitoring) by the dates indicated in the Basic Project Data (Project Agreement, Art. 2.08).

11.2 Upon completion of the Project, the Partner shall submit to UNHCR with the Implementing Partner Financial Report (IPFR) Part 1, a list showing all outstanding commitments together with the name of the contractor, the supplier or any other payee to whom such commitments have been made. UNHCR will not be liable for the settlement of any commitments of which it has not been so informed in writing.

11.3 The Partner shall submit to UNHCR the Final Implementing Partner Monitoring Report Parts 1 and 2, on the date indicated in Art. 2.08.

### 12. Other Reporting

The Partner shall submit to UNHCR other reports as may be specified in the Basic Project Data (Project Agreement, Art. 2.08) and/or the Project Description set out in Annex A. UNHCR reserves the right to request in writing, if the need arises, additional *ad hoc* reports on activities pertaining to this Agreement.

1. PROGRAMME ARRANGEMENTS
2. **Observing UNHCR Policies & Guidelines**

In the implementation of UNHCR Projects, the Partner is required to respect the relevant Guidelines related to the protection of, and assistance to, refugees. Particularly relevant in this regard are the Global Strategic Priorities (see UNHCR’s website at **www.unhcr.org**). The same website on the *Refworld, Partnership Guides* and *Who we help* pages provides a range of information related to UNHCR’s principles and policies: Age, Gender, and Diversity Mainstreaming (AGD), refugee women, children & adolescents, older refugees, persons of concerns with special needs, livelihood, environment and HIV/AIDS etc.

1. **Participation of People of Concern**

The beneficiaries of the Project should be involved and participate in any activities related to the planning, achievement and evaluation of the objectives of the Project governed by this Agreement. The views, concerns and capacities of women, men, boys and girls affected by the Project activities should be solicited and built upon through regular participatory assessments. The intended impact on, and the participation of specific sub-groups of the population should be specified in the Project Description and documented in subsequent performance monitoring and reporting.

1. **Partner Personnel**

The provisions in this section are applicable only when staff is being seconded, temporarily assigned, or employed under the Project governed by a UNHCR Agreement.

The Partner shall:

15.1 as its contribution to the Project governed by the UNHCR Agreement, second or temporarily reassign qualified, competent Partner staff to undertake certain services as set forth in the Project Description attached to the UNHCR Agreement;

15.2 meet all the costs of such staff so seconded or reassigned at levels commensurate with established scales and in accordance with generally accepted standards and practices as defined in the applicable regulations;

15.3 for each post, fully or partly funded by UNHCR as part of this Agreement, present a flat monthly rate (“pro-forma costs”) which includes all salaries, benefits and costs payable at source, e.g. overtime costs, travel costs and per diem, taxes, social security contributions, housing costs and board, hardship and other allowances;

15.4 for the entire workforce assigned to the Project Agreement, present a Staffing Table showing for each staff member the name, functional title, period of employment and cost to be charged to the Project;

15.5 ensure the right of any such staff so detached, to return to Partner service in accordance with applicable regulations and practice;

15.6 undertake the recruitment of appropriately qualified and experienced personnel in accordance with the Staffing Table contained in the annexes attached to the UNHCR Agreement, if or Partner staff is not available for secondment or reassignment. Recruitment of staff shall be conducted in consultation with UNHCR, and according to criteria agreed with UNHCR to ensure the selection of the most professionally qualified candidates and, as appropriate, following the public announcement of vacancy notices. Recruitment of staff shall be conducted on the basis of equal opportunity for female candidates, in order that female staff are available to, *inter alia*, participate in the planning of Project activities in favour of women beneficiaries of the Project governed by the UNHCR Agreement;

15.7 establish contracts with personnel recruited or seconded under the Project governed by the UNHCR Agreement, in accordance with the applicable regulations, including *inter alia*;

(a) a description of duties and functional responsibilities;

(b) remuneration, including applicable benefits and employment termination indemnities;

(c) period of contract including a defined probationary period;

(d) provisions for the termination of the contract on the grounds of misconduct, incompetence or breach of confidentiality;

15.8 adhere to provisions concerning the number and cost of personnel in the Staffing Table and the Budget attached to the UNHCR Agreement. The Partner shall justify to UNHCR any need for additional personnel not provided for in the Staffing Table attached to the Agreement. The costs of any unauthorized personnel or remuneration in excess of the amounts agreed with UNHCR, and not provided for in the Budget and the Staffing Table attached to the Agreement, shall be borne by the or Partner. Personnel who work in multiple sectors of a Project should be budgeted under, and charged to, the main sector concerned;

15.9 ensure that all Partner personnel, including beneficiaries of the Project employed on direct Project implementation, are fully insured against accidents at least at the same level accorded to nationals, if any, employed under the Project governed by the UNHCR Agreement. Costs for this insurance may be charged against the appropriate budget line of the Project, if such a provision has been made.

15.10 submit with the Final Implementing Partner Report a Staffing List showing for each staff member the name, functional title, period of employment and total cost charged to the Project.

1. **Procurement**

The provisions are applicable only when procurement, which is defined as the process of obtaining goods and services from external sources against payment, is undertaken by the Partner.

The Partner shall:

16.1 undertake all procurement services for UNHCR in accordance with the specifications and priorities agreed with UNHCR for the provision of material assistance and contractual services under the UNHCR Agreement as specified in the annexes to the Agreement;

16.2 undertake procurement of goods and services strictly in accordance with UNHCR procurement principles outlined in paragraph 16.4 below. For procurement exceeding US$ 20,000 per Agreement, the Partner must either be pre-qualified as meeting UNHCR procurement standards or accept in writing (by signing the Project Agreement) to follow the UNHCR *IP Procurement Guidelines*;

16.3 designate UNHCR as the consignee for procurement, with UNHCR funds, of assets and special items as defined in Article 6.10.

Procurement Procedures

The Partner shall:

16.4 ensure that procurement practices are in conformity with the following principles:

(a) detailed specifications of the goods or services required shall be prepared;

(b) specifications of supplies, food aid and other material assistance under the Project governed by the UNHCR Agreement shall meet the standards and norms prevailing in the recipient country and UNHCR standards, as established;

(c) defined selection of suppliers should safeguard the principle of awarding contracts based on competitive bidding. In principle, contracts in excess of US $ 500 should be awarded only after the invitation for, and the assessment of, at least three competitive quotations or bids. For single or aggregate purchases with a value exceeding US$ 5,000, or its equivalent, a formal tendering exercise involving at least three formal bids received from potential suppliers shall be undertaken;

(d) any exceptions from competitive bidding procedures, such as availability from a sole supplier, must be justified in writing;

(e) evaluation and comparison of bids shall include the recording of the criteria and deciding factors leading to the award of the contract to the selected supplier;

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

(g) satisfactory delivery and compliance with the specifications and warranties agreed with the supplier shall be documented by shipping, inspection and receiving records; and,

(h) payment to suppliers, insurance companies, shipping and handling agents shall be conditional upon the fulfillment of their contractual obligations.

Insurance Claims in Respect of Damaged Goods

The Partner shall:

16.5 lodge, or provide the necessary information in order for UNHCR to lodge insurance claims for damages. Such claims shall be made within the specified time following delivery with the relevant insurance company and according to the terms and conditions for the lodging of claims as stated in the relevant insurance policy. If the settlement of any insurance claim results in a reduction in price or in reimbursement in cash, this shall be reflected in the Project accounts.

1. **Building and Construction**

The provisions in this section are applicable only when the construction of permanent or semi-permanent structures or infrastructure is undertaken by the Partner and if the subcontracting of such work is envisaged.

Insurance

The Partner shall:

17.1 in accordance with local practice and the availability of appropriate insurance, ensure that all buildings for which the overall final construction cost will exceed US$ 20,000, or its equivalent in local currency at the United Nations official rate of exchange, are at all times during the course of construction kept adequately insured with a company of repute in the full value thereof against loss or damage by fire, lightning, flood, storm or such other hazards as may be considered advisable, until all work has been completed, or in those cases where a contractor is employed, until such time as the building has been formally handed over by the contractor. Insurance premiums incurred during the Project's implementation period may be charged against the relevant "Construction" component of the Project budget if provision has been made in the Project budget for such costs. 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.

Contractual Documents

The Partner shall:

17.2 submit to UNHCR, one copy of each signed building and construction contract or subcontract exceeding a value of US$ 5,000, or equivalent, together with the relevant plans, specifications, bills of quantities and cost estimates;

17.3 ensure that a contract being awarded to third parties for building construction is established in accordance with local professional standards and practices, and includes conditions that, *inter alia,* provide that:

(a) the contractor shall complete the work so as to be fit for occupation on a date specified in the Project Description attached to the Agreement. Failure to meet this deadline will normally incur a financial penalty payable by the contractor and calculated according to a daily or weekly rate for any delay;

(b) except for any reasonable initial down payment that may be required according to local practice, payments to the contractor against the construction cost as shown in the tender document are made only on work performed. Normally such payments will not exceed 90 per cent of the invoice value; the balance of 10 per cent being withheld as a retention that will not be paid until the satisfactory completion of all work has been verified at the end of the warranty period. Initial down payments will be deducted from subsequent payments to be made against submitted invoices;

(c) if, during the course of construction, it becomes apparent that the contractor is for any reason unable to fulfill his/her obligations under the contract or if he/she delays or neglects to complete the building within the time prescribed and fails to proceed with such work, then a second contractor may be employed to complete the building and be authorized to use any plant materials and property of the first contractor upon the ground;

(d) any defects that appear within a specified warranty period after completion shall be made good within a reasonable time by the contractor at his/her own cost. The duration of the warranty period will be in accordance with that established under normal local practices, but should in no instance be less than six months, and should be included in the formal terms of the contract;

(e) following a final inspection of the building(s) by the supervising surveyor or engineer, a delivery document will be signed by the parties to the contract indicating the date on which the hand-over has taken place, stating that the building has been constructed in conformity with the provisions of the building contract and the approved plans and specifications. Normally the hand-over will only take place once all work has been satisfactorily completed. If, however, in exceptional circumstances delivery takes place before that time, the delivery document will refer in detail to all outstanding work to be performed and will describe all apparent shortcomings and defects. The delivery document will also provide the date from which the guarantee provisions come into operation. This date will normally be the date of handover or when all work is finally completed, whichever is later;

(f) if the warranty period extends beyond the end of the liquidation period of the Project and no new Agreement has been entered into, the Partner will remit the guarantee amount withheld pursuant to paragraph 17.3(b) above to UNHCR for settlement after verification of satisfactory completion of work.

##### Use

The Partner shall:

17.4 ensure that all buildings constructed under the Project governed by a UNHCR Agreement are used exclusively for the purpose of the Project as specified in the Project Description attached to the Agreement.

Future Use

The Partner shall:

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

17.6 execute an Agreement during the course of the Project governed by a UNHCR Agreement, formally handing over to a designated party the ownership or right of use of the buildings as determined by UNHCR. The Transfer of Ownership of UNHCR Assets, or the Agreement on the Right of Use of UNHCR Assets, shall be provided by UNHCR as appropriate.

**18. Food and Non-Food Items**

The paragraphs in this section are applicable only when the Partner is entrusted with the storage, warehousing and/or distribution of food and non-food items under the Project.

Record Keeping

The Partner shall:

18.1 establish and maintain a commodity tracking system which allows for the tracking and recording of all ordering receipts and the reception and release of all UNHCR items;

18.2 periodically, as requested by UNHCR, provide the latest information on the stock balance, including a summary statement with the Final Implementing Partners.

Inspection and Monitoring

The Partner shall:

18.3 conduct regular physical inspections of stocks and facilitate periodic visits of UNHCR staff for the same purposes;

18.4 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 beneficiaries;

* 1. check the quality and quantity of the food and non-food items upon receipt, immediately notifying UNHCR of any loss or damage observed, or goods delivered that do not comply with contractual specifications;
  2. monitor expiry dates of food to avoid wastage.

###### Distribution Modalities and Interagency Agreements

The Partner shall:

18.7 comply with the distribution principles stated in UNHCR and WFP distribution guidelines, in particular those ensuring that distribution is equitable, effective, timely, involves refugee women at all levels and in all phases of the process and protects vulnerable groups from exploitation and abuse;

18.8 comply with terms stated in the relevant agreements signed between UNHCR and WFP and other third parties on the distribution modalities and responsibilities for reporting on the distribution and the use of food commodities;

18.9 follow food and non-food distribution scales established by UNHCR and consult with UNHCR before distributing any other item not part of the agreed assistance package.

19. Revolving Loan Funds

The provisions in this section apply only when a Revolving Loan Fund is established by a Project Agreement and is funded wholly or in part with UNHCR monies.

Management

The Partner shall:

19.1 not disburse any loans to individual beneficiaries or beneficiary groups before a separate “Agreement on the Transfer of a Grant pertaining to UNHCR Revolving Loan Funds” has been concluded with UNHCR;

19.2 not use the loan repayments and related interest for any other purpose than that provided for in the initial Agreement establishing the loan fund, unless with the written approval of UNHCR.

Ownership and Handover

The Partner shall:

19.3 conclude a separate “Agreement on Transfer of a Grant pertaining to UNHCR Revolving Loan Funds” with UNHCR in order to obtain ownership of the revolving loan funds that are part of the Agreement. Until such date, the funds remain the property of UNHCR;

19.4 submit narrative and financial reports as specified in the Transfer Agreement, during the entire period of the four years covered by the Transfer Agreement;

19.5 not change the purpose of the Revolving Loan Fund Grant unless justified by a careful assessment involving all co-funders.

**20. Project Identification**

The Project that is the subject of this Agreement shall be identified by the Project Symbol indicated in the upper right corner of this Agreement and in the Basic Project Data (Art. 2) of the Agreement; all correspondence, Project and financial records relating thereto shall bear this symbol.

**APPENDIX 2**

**STANDARDS OF MANAGING MISCONDUCT**

***Appendix 2 (“Standards of Managing Misconduct”) is an integral part of the Project Agreement.***

This **Appendix 2** sets out the responsibilities of the Partner with regards to having in place minimum standards of conduct for managing misconduct, as referred under in the Standard Clause on Inspection, Audit, Investigation and Ethical Considerations (6.03) and summarized below. It contains:

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

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

1. **Types of misconduct:**

Misconduct is defined as “a failure by a staff member to observe the rules of conduct or the standards of behaviour prescribed by an organization, referred in this document as to the Partner in line with the Agreement”.[[2]](#footnote-2)

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

* Sexual harassment
* Work place harassment and abuse of authority
* Theft
* Assault or threats
* Non-compliance with local laws
* Breach of confidentiality
* Sexual exploitation and abuse
* Fraud (including entitlement fraud)
* Corruption
* Gross negligence or mismanagement
* Discrimination
* Conflict of interest
* Misrepresentation or false certification on claims or benefits
* Misuse of assets (including office equipment, files and vehicles)
* Risk of life to staff or others
* Substantial violations of principles and terms of this Agreement
* Procurement violations
* Abuse of UN privileges and immunities
* Act or behaviour discrediting the UN, or that could impact severely on UNHCR’s reputation

**2. Minimum standards to have in place in relation to investigations:[[3]](#footnote-3)**

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

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

**3. Ensuring Protection from Sexual Exploitation and Abuse:**

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

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

1. Sexual exploitation and abuse by personnel working on Project(s) funded by UNHCR, constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including dismissal.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally[[4]](#footnote-4). Mistaken belief in the age of a child is not a defense.
3. 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 beneficiaries.
4. Sexual relationships between personnel working on Project(s) funded by UNHCR, and beneficiaries of assistance undermine the credibility and integrity of the work of the UN, and UNHCR in particular, and are strongly discouraged since they are based on inherently unequal power dynamics.
5. Where personnel working on UNHCR Project(s) develop concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same Partner or not, he or she must report such concerns via established reporting mechanisms.
6. Partners working on UNHCR-funded Project(s) are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

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

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1. Typically, the duration of projects does not exceed the financial period (31 December). Any extension beyond 31 December must be pre-authorized in writing. [↑](#footnote-ref-1)
2. From the Uniform Guidelines for Investigations, Conference of International Investigators, June 2009. This definition is also in line with the UN definition of misconduct. According to UN Rules, misconduct is defined as failure by a staff member to comply with his or her obligations under the Charter of the United Nations, the Staff Regulations and Staff Rules or other relevant administrative issuances or to observe the standards of conduct expected of an international civil servant. Misconduct may lead to the institution of a disciplinary process and the imposition of disciplinary measures. Similar provisions apply to all other categories of UN peacekeeping personnel. [↑](#footnote-ref-2)
3. In accordance with the UNHCR *Investigation Guidelines*, the IASC *Model Complaints and Investigation Procedures and Guidance related to Sexual Abuse and Sexual Exploitation*, or similar guidelines. In addition, the *Building Safer Organizations Guidelines* used by many NGOs, contain a set of “Checkpoints for Managers”. [↑](#footnote-ref-3)
4. Executive heads of partners may use their discretion in applying this standard where a staff member is legally married to someone under the age of eighteen but over the age of majority or consent in both their country of citizenship and the country in which they are stationed. [↑](#footnote-ref-4)