

**QUICK IMPACT PROJECTS
(QiPs)**



A PROVISIONAL GUIDE

UNHCR Geneva, May 2004

The assistance and inputs from UNHCR Bureaux and various field offices, Department of International Protection (DIP), Evaluation and Policy Analysis Unit (EPAU), various sections of the Division of Operational Support (DOS) and the UNHCR Audit Unit are gratefully acknowledged.

Comments and feedback on the Guide from UNHCR field and partner staff are welcome.

Sajjad Malik
malik@unhcr.org
Senior Rural Development officer,
Reintegration and Rural Settlement Section
Division of Operational Support
UNHCR, Geneva

Amadou Tijan Jallow
Consultant, Reintegration and Rural Settlement Section
Division of Operational Support
UNHCR, Geneva

Mark Mattner
Junior Professional Consultant (former)
Reintegration and Rural Settlement Section
Division of Operational Support
UNHCR, Geneva

Irma Specht
Conflict and DDR Specialist (former)
ILO Infocus Programme Crisis Response & Reconstruction
Geneva

Layout by
Myriam Mohn-Kubler
Reintegration and Local Settlement Section
Division of Operational Support

May 2004

Copyright © United Nations High Commissioner for Refugees (UNHCR) 1999. Any chapter or part thereof may be reproduced, translated into other languages, or adapted to meet local needs without prior permission of UNHCR, provided:

- i) the chapters or parts used are distributed free, and *not for profit*, and
- ii) acknowledgement is given to UNHCR as the originating source.

UNHCR, Geneva, would be grateful to receive copies of any adaptation or translation into other languages.

For further information, please contact:

The United Nations High Commissioner for Refugees (UNHCR),
Reintegration and Local Settlement Section,
Division of Operational Support
PO Box 2500,
CH-1211 Genève 2 Dépôt,
Switzerland
e-mail: HQTS02@unhcr.org

Table of Contents

ABOUT THIS GUIDE.....	iii)
INTRODUCTION.....	v)
PART 1	Main Features of QiPs..... 1
1.1	What are QiPs..... 1
1.2	Purposes of QiPs..... 1
1.3	Strategic planning of QiPs..... 2
1.4	Types of QiPs..... 2
PART 2	Lessons learned..... 6
2.1	General considerations 6
2.2	Factors of failure and success..... 7
PART 3	The QiPs project cycle 10
3.1	Assessment..... 10
3.2	Planning 11
3.3	Project proposal 12
3.4	Implementation 13
3.5	Monitoring and Reporting 14
3.6	Evaluation 16
 BOXES	
Box 1	Main features of QiPs 1
Box 2	Building a Road - using labour intensive methods..... 3
Box 3	How to Design a QiP Focused on Economic Benefits..... 4
Box 4	An Urban QiP in Somalia..... 5
Box 5	Some weakness of QiPs..... 6
Box 6	General questions for the community in the assessment phase..... 11
Box 7	Community Participation/Local Inputs..... 12
Box 8	Community Empowerment Projects: tools to consolidate reintegration 14
 ANNEXES	
Annex 1	Coexistence QiPs..... 19
Annex 2	QiPs Assessment Checklist..... 23
Annex 3	Community Consultations for Design of QiPs..... 27
Annex 4	QiP - Project Proposal..... 31
Annex 5	Short Format for Sub-Project Agreement..... 33
	<i>Appendix 1: General Conditions for Short Sub-Project Agreements..... 36</i>
	<i>Appendix 2: Standards of Conduct Ensuring Protection form Sexual..... 52</i> <i>Exploitation and Abuse</i>
Annex 6	QiP Tracking Sheet..... 55
Annex 7	QiP Monitoring Form..... 57
Annex 8	QiP Completion Form..... 59
Annex 9	Labour Market and Employment Prospects..... 61

About this Guide

The purpose of this Guide is to provide practical suggestions on designing Quick impact Projects (QiPs) in a way that contributes to solutions for refugee and returnee situations and produces sustainable outcomes. It is designed to propose a standardised approach to QiPs, avoiding the common pitfalls that have been identified from lessons learnt in the past. The Guide is intended for UNHCR field staff, implementing partners and other actors involved in implementing QiPs, including beneficiary communities, local and national authorities, as well as multilateral and bilateral development agencies.

Part 1 discusses the main features of QiPs, explains the different types of QiPs and how they can be strategically used in the implementation of durable solutions.

Part 2 outlines some of the key factors that are crucial for project success.

Part 3 outlines the QiP project cycle and provides detailed guidance on the various stages of needs assessment, project design, implementation, monitoring, evaluation and reporting.

The *annexes* contain additional information and tools, including checklists, formats for project monitoring and reporting and short format for sub-project agreement for QiPs and other tools useful in designing and implementing QiPs.

.... Afghanistan is simply not a "business as usual" situation and we cannot simply say that "we will do QiPs". We are getting ready, of course, to fund and implement reintegration projects in many traditional areas (shelter, water, health, education, income generation, agriculture) but it is imperative that we do so within a framework endorsed and supported by our development partners (particularly UNDP and the World Bank) and even more so by the AIA. This is the pre-condition for receiving support from donors, and, ultimately, for designing the limits (and the exit strategy) of UNHCR's intervention.

This is also the best avenue through which to exploit the comparative advantages that UNHCR currently has in Afghanistan in terms of extensive field presence, resources and implementation capacity. This was repeatedly recognised by both UNDP and Bank representatives today."

*Filippo Grandi, Chief of Mission, OCM Kabul
Extract from an e-mail of 8 March 2002*

Introduction

UNHCR's mandate is to provide, in collaboration with other actors, international protection to refugees and to assist them in finding permanent solutions through voluntary repatriation, local integration or resettlement. UNHCR must also increasingly take into account other groups affected by conflict, such as Internally Displaced Persons (IDPs).

This implies inter alia to ensure access to basic services and self reliance of refugees pending durable solutions; and, in voluntary repatriation the restoration of national protection (to obviate the need for international protection); and, through the reintegration process, the ability to maintain sustainable livelihoods, access basic services and fully reintegrate into communities and countries of origin. In post-conflict situations, UNHCR should situate its repatriation and reintegration work within a broader context of transition from conflict to peace and try to build peace and bridge the gap between relief and development so as to avoid creating a dependence of returnees on humanitarian assistance and to ensure returnees' early and sustainable reintegration.

The term Quick Impact Project (QiP) was first used by UNHCR in 1991 to describe small-scale, low cost projects designed to assist reintegration of returnees and displaced persons in Nicaragua. During the 1990s, QiPs evolved from 'one-shot' community based infrastructure interventions to more elaborate sets of activities and were presented as tools linking relief to longer-term development. The QiPs also began to include income generating and micro-credit schemes. On the whole, they were seen as quick, focussed and relatively simple to implement, producing rapid results and supporting area/community development. Lessons learned, however, calls for planning and implementing QiPs in an integrated manner rather than as several stand-alone projects.

In May 2003, UNHCR issued the Framework for Durable Solutions for Refugees and Persons of Concern, consisting of:

- ***Development Assistance for Refugees (DAR)*** which aims to achieve and facilitate:
 - burden sharing with the host country;
 - compensation for the burden aspect of the host community;
 - development of the host country and of the host community;
 - gender equality, dignity and improved quality of refugee life;
 - empowerment and enhancement of productive capacities and self-reliance of refugees, particularly of women, pending durable solutions.

- ***Development through Local Integration (DLI)*** applied in situations where the State opts to provide opportunities for gradual integration of refugees. DLI would solicit additional development assistance with the aim of attaining a durable solution in terms of local integration of refugees as an option and not an obligation.

- ***Framework for Repatriation, Reintegration, Rehabilitation and Reconstruction (4Rs)*** programming approach brings together humanitarian and development actors and funds. The aim is that greater resources should be allocated to create a conducive environment inside the countries of origin, not only preventing mass outflows, but also facilitating sustainable repatriation. This initiative establishes clear linkages with the government, development actors such as UNDP, World Bank, UNICEF and WFP, the donor community and bilateral aid agencies, and supports the overall recovery process.

It is essential, that QiPs, while providing essential immediate relief, contribute to finding durable solutions for displaced populations, especially within the context of DAR, DLI and 4Rs programming frameworks. In the 4Rs context, QiPs should be implemented in conformity with the Handbook for Repatriation and Reintegration Activities, issued in May 2004.

Unless ... (QiPs) ..form part of an integrated strategy for reintegration, rehabilitation and reconstruction, and designed with community participation their impact is likely to be insufficient, isolated and short-lived.

Part 1: Main Feature of QiPS

1.1 What are QiPS?

1. QiPs are small, rapidly implemented projects intended to:
 - ◆ help create conditions for durable solutions for refugees and returnees through rapid interventions;
 - ◆ through community participation, provide for small-scale initial rehabilitation and enable communities to take advantage of development opportunities;
 - ◆ help strengthen the absorptive capacity of target areas, while meeting urgent community needs.
2. While benefiting all members of the community equally, QiPs can also make a significant contribution to reconcile and promote the inclusion of groups with special needs. Box 1 presents the main features of QiPs.

Box 1: Main features of QiPs

- ◆ Simple, small-scale, low-cost and rapid to implement;
- ◆ Support and be part of overall transition and/or local development strategy;
- ◆ Definite timeframe: preferably six months maximum;
- ◆ Agreed funding ceiling: a single QiP should not exceed US\$ 50,000 (see short format for sub-project agreements – annex 5) ;
- ◆ Implemented in areas of high concentration of people-of-concern to UNHCR;
- ◆ Respond to the basic priority needs expressed by beneficiary communities;
- ◆ Require community participation in identification, design, implementation and monitoring;
- ◆ Benefit the entire community: locals, displaced persons, refugees/returnees;
- ◆ Promote area development, preferably as part of regional development plans;
- ◆ Sustainable, replicable and environment friendly;
- ◆ Encourage a gender and age-focused approach;
- ◆ Implemented through qualified partners rather than direct UNHCR implementation; and
- ◆ Best managed if grouped as one "programme" under specialised implementing partners, provided each QiP is adequately designed, implemented, monitored and reported.

1.2 What is the purpose of QiPs?

3. QiPs are intended to rapidly bring about conditions for durable solutions. These usually include emergency small-scale community based reintegration projects to anchor return and create absorption capacity, as well as in asylum situations (e.g. DAR/DLI). They can thus provide for small-scale initial rehabilitation and enable communities to take advantage of development opportunities. Through meeting urgent additional community needs, absorptive capacity can be strengthened. By benefiting all members of a community they can make a significant contribution to reconciliation and promotion of inclusion of groups with special needs in development plans.

1.3 Strategic planning of QiPs

4. Lessons learnt from the many QiPs implemented throughout the world have shown that QiPs need to be planned carefully and strategically. Without losing the speed of implementation, which is their strength, QiPs should preferably be designed with a long term perspective. Though some QiPs can be implemented in a few weeks time, maximum project cycle of a QiP is anticipated to be 6 months. This relatively short input should be provided in such a way that it has long lasting results. Two scenarios are possible in this respect:
 - ◆ the QiP as a boost to on-going activities implemented in such a way that it helps beneficiaries kick-start a number of activities which are likely to continue after the maximum project period of 6 months. These are often projects that provide inputs to initiatives that already exist in the communities, such as agricultural inputs to farmers (seeds, fertilisers, tools); improvement of existing water-sources, improvement of existing (damaged) infrastructure such as roads, markets, schools, health centres; training in sustainable local development; maintenance and repair of small machinery; and inputs into the local economy (e.g. small business management, etc).
 - ◆ the QiP as part of an area-based development or recovery process, which has already started or is about to start. In this way QiPs can be part of a start-off process that will receive the necessary support for a longer period. In this scenario the strategy should be to feed QiP activities into the longer term self reliance and reintegration strategy.

1.4 Types of QiPs

5. There are different types of QiPs ranging from those that have as a main focus on infrastructure, environment, and protection, to those focusing on livelihoods, food security, education etc., and coexistence. Differentiation can also be made between QiPs in a rural versus an urban setting.
6. Within these technically broad ranges of QiPs, three categorizations are useful to make:
 - ◆ QiPs focused on social benefits;
 - ◆ QiPs focused on economic benefits; and
 - ◆ QiPs focused on co-existence.
7. This differentiation relates to the objectives of a QiP in terms of the results and benefits they are likely to produce. Such a differentiation is useful, in order to focus on the impact to be obtained. However, these are not exclusive categories, as well designed QiPs will have positive social, co-existence and economic impact. The following example shows how a QiP that had a social objective, was designed in such a way that it is also benefited the local economy and improved co-existence. Annex -1 provides further details on co-existence QiPs.

Box 2: Building a Road - using labour intensive methods

Potential benefits/results

Social and coexistence benefits:

- ◆ improved road/living conditions;
- ◆ co-existence (jointly working on one project); and
- ◆ youth, men and women work together on a community project.

Economic benefits:

- ◆ sustainability in terms of maintenance (due to feelings of ownership);
- ◆ temporary jobs (short term employment);
- ◆ cash-flow in the society (possible input for the micro entrepreneurs);
- ◆ capacity building of local contractors (use private sector actors as implementers);
- ◆ improved access to economic opportunities;
- ◆ reduced costs for traders; and
- ◆ lower prices of goods and services for the population.

8. An assessment of needs and opportunities should determine the focus for the QiP –i.e. focus mainly on social, co-existence or economic benefits or a combination of above.
9. QiPs that are designed to mainly have a positive social impact on the communities can be designed in such a way that they would produce secondary benefits in terms of the creation of employment, improving skills to increase employability, building capacities of private sector actors and providing inputs to the local economies. Examples of these types of interventions include the following:
 - ◆ construction of essential services infrastructure, which are, were, or will be used by refugees or returnees and local communities, such as water and sanitation works, or hospitals, clinics and schools (such projects would include the provision of furniture, heating and electricity if this is the local standard and if it can be operated and maintained by the local community);
 - ◆ rehabilitation of infrastructure which is essential for repatriation purposes (e.g. rehabilitation of roads or border crossing facilities);
 - ◆ rehabilitation of community infrastructure such as sports halls, cultural centres, parks, places of worship, or community halls. (Community reconciliation may benefit from the construction of shared community facilities for social, educational and recreational activities);
 - ◆ cash and material support to provide labour-intensive services (e.g. rubble removal and street cleaning);
 - ◆ material, financial or technical support and capacity building for authorities (e.g. municipal authorities) and/or local NGOs and associations involved in refugee or returnee welfare. These include strengthening of judicial and legal institutions and frameworks;
 - ◆ environmental protection initiatives such as establishing tree nurseries for production of cash crop trees intended for homestead and agro-forestry, domestic waste management schemes and environmental awareness raising campaigns;

- ◆ support to mass information initiatives, such as returnee or refugee information campaigns on repatriation and reintegration.

Box 3: How to Design a QiP Focused on Economic Benefits

The following information would be required for the design of QiPs focused on economic benefits (please also see Annex 9):

- ◆ identify economic needs and the priorities of the population in the short and medium term;
- ◆ collect information on ongoing economic activities in the area;
- ◆ collect information on pre-war economic activities of the population that have stopped due to the war;
- ◆ list private sector actors (formal and informal) in the area;
- ◆ assess the demands for goods and services;
- ◆ assess which products are imported and exported from the area;
- ◆ assess access to markets for small traders and clients;
- ◆ assess the long term potential of the area in economic terms (potential for growth, promising sectors etc.);
- ◆ assess economic development plans for the area (by national and local government, private sector actors, development organisations and donors).

10. The most crucial element of QiPs focusing on economic benefits is to identify critical investments to trigger economic activities in the communities and then to identify sound investment opportunities for the medium and long-term.
11. Successful economic QiPs usually combine different elements of assistance such as:
 - ◆ training (skill and business training);
 - ◆ technical assistance (complementary package of business support services);
 - ◆ forum- to reach consensus on the proposals; and,
 - ◆ links with Micro-finance services (credit, grant and leasing).
12. An appropriate tool for designing QiPs focused on economic benefits is the Local Economic Development (LED) approach (Source: ILO manual on Local Economic Development in Post-Crisis Situations). This tool suggests that such interventions should be supported by a local Forum - a consultative informal group of local private and public actors who are key-players in the local economy. The key to ownership and sustainability is to design and implement QiPs under guidance of such a forum.

Box 4: An Urban QiP in Somalia

ILO in partnership with UNDP set up a documentation center for Local Economic Development and Appropriate Technology (LEDAT) in order to facilitate the access to information and techniques for the local stakeholders (NGOs, CBOs, women groups, youth groups, chamber of commerce, business association and also individuals from private sector).

The LEDAT Resource Center had the following objectives:

- ◆ provide free consultation of documentation for development (manuals, case studies, project writing, monitoring, appropriate techniques for agriculture, livestock keeping, food processing etc.) The materials are mainly provided by ILO;
- ◆ attract and encourage local organizations by providing knowledge and technical guidance for development oriented project (regardless of level of available funds);
- ◆ establish a permanent relationship with the local University for dissemination of appropriate technology;
- ◆ provide basic technical assistance for project identification/ writing/ implementation etc;
- ◆ provide e-mail and internet services for local organizations; and
- ◆ provide distance learning courses in cooperation with ILO International Training Centre in Turin (when funds are available).

The center is located in the Center of Hargeisa town, so as to be as accessible for the highest numbers of organizations/groups/individuals.

Part 2 Lessons Learned

13. The level of use of QiPS as a tool to link relief to development and to bring about conditions for durable solutions (in a return or asylum situation) called for planning and implementing QiPs in an integrated manner rather than as many stand-alone projects.

Box 5: Some weakness of QiPs

One critical source notes that “while QiPs have generally proven quite successful in meeting their immediate objectives, they appear to have been less effective in attaining their long-term goals. As a number of past evaluations have indicated, there is a fundamental tension between speed and sustainability in UNHCR’s approach to reintegration. Implemented very quickly but with relatively little planning or preparation, doubts have been raised about the cost-effectiveness of QiPs and the extent to which they are viable once UNHCR has left the scene”.

The State of the World Refugees: A Humanitarian Agenda 1997-98, p. 173

2.1 General considerations

14. Some of the key crosscutting issues that bear upon the success or failure of QiPs are outlined below.

2.1.1 Sustainability

15. While QiPs may prove successful in meeting their immediate objectives, they have generally been less effective in contributing to longer-term development objectives if not carefully planned. Insufficient planning, especially grossly inadequate technical specifications and standards and costing, has been one of the causes. Issues such as the recurrent cost of QiPs, as well as the need for communities to assume ownership of projects for operations and maintenance are also usually overlooked (see section 2.2 for further elaboration of these points).

2.1.2 Protection Considerations

16. QiPs can be tools to support protection goals in the following ways:
- ◆ supporting relevant institutions dealing with protection issues: QiPs can support protection-related institutions and authorities, such as local authorities, the judiciary and registries. This can be done through targeted assistance (materials, financial and technical) to strengthen their capacity to protect basic rights and to ensure timely access to all relevant documentation, and access to justice;
 - ◆ protection monitoring: the management of QiP projects can facilitate protection monitoring. Local presence and interactions with communities should be linked to field protection functions (e.g. combining field monitoring of QiPs with community or individual consultations about protection concerns and conditions). Protection staff should be involved in the design of QiPs aimed at strengthening the protection component.

2.1.3 Gender and age considerations

17. As in any UNHCR programme, gender considerations should be integral to the design and management of QiPs. Concrete steps can be made in the design of QiPs to address the following issues:
- ◆ discrimination: ensure that female-headed households and groups with special needs are not discriminated against in benefiting from the project;
 - ◆ capacity: ensure that implementing partners have the capacity to implement gender and age-sensitive policies;
 - ◆ partnerships: establish early contacts at the planning stage with organizations that specialize in gender and age sensitive programming to ensure that adequate monitoring and introduction of relevant expertise. Such organizations can help with gender and age sensitive planning, staff recruitment, and training for UNHCR and partner field staff. They can also facilitate understanding of the economic and cultural factors that affect how females and groups with special needs gain equal access to national protection and basic services;
 - ◆ training: UNHCR and partner staff should be aware of techniques for gender and age-sensitive analysis and programming;
 - ◆ staffing: recruit and train local women as field staff and ensure that the composition of staff includes an appropriate balance of female field officers;
 - ◆ impact: evaluate how UNHCR policies and practices affect the role of women, girls and different age groups in the household and community.

Further guidance should be sought from the Women, Children and Community Development Section of the Division of Operational Support, UNHCR HQs.

2.1.4 Environmental considerations

18. In the planning stage, consider the environmental impact as an integral part of proposed QiPs. This is important to ensure long-term sustainability of programmes which requires specific attention in the planning process. This can be done through:
- ◆ partnerships: link up with agencies that possess relevant environmental expertise to guide programming process;
 - ◆ analysis: refer to or conduct environmental impact survey. Understand the interaction between the physical environments and human activities in key areas such as sustainable agriculture and livelihood creation.

For further guidance contact the Technical Support Section of the Division of Operational Support, UNHCR HQs, for UNHCR Guidelines on Environmental Impact Assessments and related Guidelines.

2.2 Factors contributing to Success or Failure of QiPs

19. The following represent a synthesis of the crucial factors contributing to the failure or success of QiPs. These have been drawn from a review of UNHCR evaluations and lessons-learned reports, complemented by approaches adopted by other UN agencies (e.g. ILO). Critical factors include the following:
- ◆ community ownership: projects should respond to the needs expressed by local communities. Community participation is an integral part of successful QiPs.

Overall, communities should take ownership in terms of identification, design, implementation, operation and maintenance and monitoring. QiPs should therefore, be designed in a way appropriate to local capacity in both technical and managerial terms. This can contribute to building capacity at the local level and potentially foster reconciliation of community members;

- ◆ integrated approach rather than stand-alone projects: QiPs should form part of overall strategies with an area development approach at both the national and local levels. They should conform to local transition/ recovery or development plans where these exist, including reference to the latest relevant socio-economic base-line data. Where possible, projects should be mutually supportive (e.g. water supply system repair linked to a school rehabilitation project);
- ◆ partnerships: activities should be managed through partnerships with other actors. These actors may be community organisations, national/local authorities or multilateral/bilateral agencies. These actors should be involved from the beginning of the process through joint assessments, information sharing, analysis, strategy development and programming. Wherever possible, QiPs should be implemented using existing organisations as opposed to the rapid creation of ad hoc structures;
- ◆ recurrent cost: it is of primary importance to plan at the design stage how recurrent cost, both operational and maintenance will be covered;
- ◆ timeframe: projects requiring maximum of 6 months to produce results should be considered. Projects with longer duration should be handled as a programme under a sub-agreement with an agency.

2.2.1 Cost-effectiveness

20. When implemented too quickly and with relatively little planning or preparation, QiPs will not be cost-effective and their viability once UNHCR has left the scene may be uncertain - producing 'white elephants.' This can be avoided by paying attention to the following:
- ◆ priorities: QiPs should address priority needs identified by communities;
 - ◆ size: QiPs should be kept small, in line with the standards in this guide;
 - ◆ limitations: UNHCR and partners need to explain to communities the limitations of what a QiP can provide in terms of size and cost;
 - ◆ expertise: technical expertise is essential to cost, monitor and inspect QiPs;
 - ◆ indirect benefits: where feasible, indirect benefits, such as the provision of employment and commercial opportunities, should be factored into the cost-effectiveness analysis.

2.2.2 Project Management

21. Audit reports have found some offices to be poorly equipped for systematic project tracking, analysis and reporting. In some cases, UNHCR staff do not pay frequent visits to project sites. Some offices did not apply standard UNHCR rules on procurement as set out in the UNHCR Manual. Sound project management requires attention to the following issues:
- ◆ capacity: UNHCR should have adequate managerial, administrative and technical capacity to oversee the assessment, design, implementation and monitoring of QiPs;
 - ◆ monitoring: appropriate monitoring and inspection systems need to be established, including visits to all projects. This will often require the contracting of special supervisors. Standard design, monitoring and reporting formats should be used. These need to address results and not just cost and state of completion. Apply a sampling system if the number of QiPs clearly exceeds monitoring capacity but monitor

directly the largest project in any programme. Community-based monitoring mechanisms should also be developed;

- ◆ management procedures: as for any project, UNHCR programme and financial management rules must be adhered to. This applies specifically to rules for procurement and contracting, in accordance with the UNHCR manual;
- ◆ contracting arrangements: where implementing partners may not be formally constituted bodies (e.g. an unregistered community council), special arrangements to find acceptable contracting arrangements need to be made. These may include contracting through an existing NGO or official body;
- ◆ standard formats: standard formats and practice should be applied globally, to assist in systematising QiPs management. This should include recording expenditures under QiPs, in order to track and compare expenditures from one region to another. This item can be used flexibly to include specific information on QiPs budgets;
- ◆ review: QiPs should be reviewed periodically (locality by locality) even after completion.

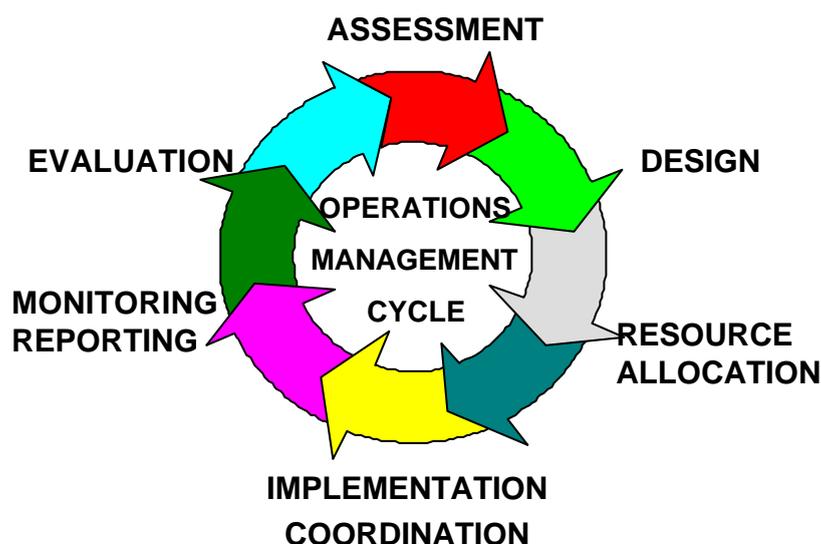
Part 3 The QiPs Project Cycle

22. The main steps in a QiPs project cycle are: *Assessment; Planning; Project Proposal; Implementation; Monitoring; and Evaluation*. These steps are in line with the UNHCR Operations Management Cycle (OMC) depicted in figure below.

3.1 Assessment

23. It is essential to adopt a genuine participatory approach in defining the priority needs of communities. The challenge is to ensure effective consultation to elicit people's views and understand their needs and priorities. QiPs should be appropriate and provide technically feasible responses to these needs. Collecting technical information is necessary to implement the proposals gathered and there may be a need for further specialist assistance (e.g. hydrogeological survey for drilling boreholes). Assessment and community consultation checklists are provided as annexes 2 and 3.
24. Steps required for effective community participation:
- ◆ assist communities to identify their priorities;
 - ◆ identify key informants, considering different gender and age groups;
 - ◆ study the locality and facilities, with reference to expressed priorities;
 - ◆ check the technical feasibility of proposals;
 - ◆ obtain written agreement on beneficiary participation and contributions in implementation; and
 - ◆ explain the constraints of QiPs assistance to communities and their leaders.

Figure: UNHCR Operations Management Cycle (OMC)



25. Consideration needs to be given to the following technical aspects:
- ◆ inclusion of technicians with relevant skills in the survey team;
 - ◆ analysis of constraints and justification of technical interventions;
 - ◆ community commitment and long-term sustainability;
 - ◆ specifications, bills of quantities and costs for proposed systems or structures;
 - ◆ assessment of rehabilitation and construction capacities area-by-area (e.g. contracting companies, local building expertise, availability of materials);
 - ◆ as far as possible, designs and specifications should be standardised in agreement with Government and other agencies; and
 - ◆ compatibility and transfer of responsibility to other agencies.

Box 6: General questions for the community in the assessment phase

- ◆ What are the key problems and constraints confronting the community?
- ◆ What are the main reasons for these constraints and what is needed to overcome them?
- ◆ Has the community made any attempt to overcome these problems and why has there been no result?
- ◆ In what way could a QIP address these problems? How will it contribute to their development?
- ◆ Could other organisations provide or are providing any additional support?
- ◆ What skills and organisations are available in the community? What are the gaps?
- ◆ What contribution could the community make towards the project (cash, in-kind or labour)?
- ◆ Has the community been previously involved in community-based projects?
- ◆ How will the project outputs be maintained and operated after completion?
- ◆ What are the levels of capacity within the community?
- ◆ How are gender and age issues taken into consideration?
- ◆ Who will be responsible for implementation and monitoring and how?
- ◆ What are the environmental concerns?

3.2 Planning

26. QiPs should form part of an overall recovery and transition-development strategy. Practice has shown that QiPs are rarely successfully mainstreamed, when they are designed and implemented without the involvement of stakeholders and concerned government departments and communities. Communities, local authorities, development agencies and local NGOs should be involved early in the planning stage. UNHCR and implementing partners should know and understand the local and national development actors and their programmes, especially local planning and line ministry executive authorities, and the implementing role they can play in the QiPs programme. Planning should take place with reference to relevant situational data (population profile, socio-economic survey, risk analysis).
27. In addition, an in-depth assessment needs to be made regarding the technical and managerial capacity of partners to plan, design, implement and monitor QiPs successfully. UNHCR

should have sufficient capacity to help plan and design QiPs and monitor implementation. Among the programming instruments that should be available are management, monitoring, reporting, tracking and evaluation tools. If necessary, additional specialist expertise should be sourced from outside or within UNHCR HQs or training should be conducted.

28. It is important that a formal hand-over agreement is made with the community after project completion. This would clearly state the community's commitments and obligations after project completion in terms of the long-term operation and maintenance of the facilities. While these steps may reduce the speed of implementation, they will improve the sustainability of programmes.
29. Large programmes with several QiPs require at least three levels of plans:
 - i) overall strategy and objectives of QiPs in relation to local/national level rehabilitation, reconstruction and development strategy;
 - ii) overall implementation plan of all QiPs in an area, showing locations, type and implementation time-lines consolidated into one single document; and
 - iii) plan for each QiP;

Box 7: Community Participation/Local Inputs

Discussions should be held with communities on their participation in the planning and design process and their contributions. This could include: materials in terms of their quantity and local value, skilled and manual labour in terms of the type of work, person days required and payment (cash or food), land or buildings, cash contribution and means of collection.

The project proposal should include information on the community management and leadership structures. It should also include provisions for equal opportunities for women, people with disabilities, youth, minority groups etc. Additionally it should be assessed what the private sector actors could contribute to the QiP.

3.3 Project Proposal

30. Designed on the basis of thorough planning, a QiP proposal format consists of 3 parts: a) Project Summary; b) Project description, and c) Project budget. For details see Annex 4.
31. The project description should state the core problems to be addressed by the project and the expected project impact. It should also specify the number of beneficiaries, outline relevant socio-economic data (age, sex, ethnic and religious background, education/skill profile, rural/urban, etc).
32. The project description should also include the objectives which should result from a rapid needs assessment. They should be achievable and clearly stated and quantified, wherever possible, by showing precisely the expected results. Please refer to UNHCR Practical Guide to The Systematic Use of Standards & Indicators in UNHCR Operations (First Edition, January 2004). As a general rule, a project objective must specify the number of people to be assisted, the end-result that is intended and the date by which the result should be achieved.

33. A more detailed description of the project should then be provided. It should indicate the main activities (building works, services, etc) to be carried out and specify performance indicators of verification for each activity.
34. The budget should be broken down by nature of expenditure under one FMIS code (see short-format sub-agreement in Annex 5). Each budget item should specify a unit, the unit cost, number of units needed, the number of periods for which the units are needed.
35. QiPs should cover only direct costs of implementation. Support costs, such as expatriate's salary/per diem, administrative or miscellaneous overhead costs, should not be included in the budget for QiPs.

3.4 Implementation

36. Direct implementation by UNHCR should be avoided unless absolutely necessary. Depending on circumstances, select partners for individual QiPs or one partner for a programme that has a number of QiPs. The creation of new parallel organisations (e.g. new local NGOs) for the purposes of QiPs should be avoided. As a rule, existing structures should be strengthened, both official and civil.
37. Sub-contracting by partners should be conducted according to accepted UNHCR rules and procedures. UNHCR and partner staff need to be trained in these procedures, especially if they are responsible for a large programme that has several QiPs (UNHCR financial rules on tendering requirements and procedures).
38. Each implementing partner should have qualified experts, according to the particular type of QiP being implemented. UNHCR also needs expertise, especially to carry out its monitoring functions. They should generate in consultation with local authorities and line ministries, technical standards, sample costing, simple manuals on implementation, design and oversee the tendering process, etc.
39. For Criteria in choosing implementing partners please refer to UNHCR Manual. Some general considerations include :
 - ◆ experience in the particular task;
 - ◆ systems for financial and administrative management;
 - ◆ staff with relevant expertise;
 - ◆ equipment and vehicles to cover the range of QiPs and the geographical area; and
 - ◆ knowledge of local contractors and suppliers, etc.
40. The community should be informed and involved throughout implementation. Help should be given to enable communities cope with the possible tensions and strains, especially the potential rejection of any newcomers into the community. Analyse carefully the implications of who will benefit and who might not benefit from QiPs. Issues such as ownership of land and control of water or other resources and services are all potentially divisive or cohesive forces, depending on how they are managed.
41. Communities could be supported to implement their own QiPs, through the provision of materials and technical support (e.g. hiring an engineer to advise on small construction or shelter projects).

**Box 8: Community Empowerment Projects: tools to consolidate reintegration
(Sierra Leone)**

An important focus of UNHCR's work in Sierra Leone in 2003 was the empowerment of communities to help people re-establish themselves in main areas of return. Through a few selected implementing partners, funds were made available to support a range of Community Empowerment Projects (CEPs). The scope of the projects is modest but strategic in empowering different groups, such as women, children, adolescents and older people (all priorities for UNHCR). The projects focused on small-scale interventions that communities can manage, such as social activities, local construction and agricultural processing. By helping people participate in decision making, CEPs are advancing political development and democratization in a society plunged into conflict largely because of people's exclusion from decision making. CEPs are thus a potential tool to enhance protection and peace building, as well as household economic recovery.

- ◆ More than 80 started in main return areas (August 2003);
- ◆ Alternative to previous partner- and UN-driven projects;
- ◆ Decisions made at the field level (the community sets priorities and makes plans);
- ◆ UNHCR and the National Council for Social Action (NaCSA) provide support;
- ◆ Indicative US\$7,000 per site to provide material resources;
- ◆ Partners facilitate inclusive decision making;
- ◆ Link into the World Bank/NaCSA Direct Community Financing; and
- ◆ Enforce community understanding, knowledge and protection at the field level.

42. A set of standard forms should be used for each QiP, such as a project proposal (see Project Proposal section), project agreement (e.g. the UNHCR short sub-agreement format), a project tracking form, a monitoring form and a completion form (see Annexes 6, 7 and 8).

3.5 Monitoring and Reporting

43. UNHCR monitoring is an ongoing review and control of the implementation of a project (and all its sub-projects) to ensure that inputs, work schedules and agreed activities proceed according to plan and budgetary requirements. Monitoring differs from evaluation and from audits in that it is an assessment of compliance with pre-defined standards and procedures.
44. The purpose of monitoring is to help achieve effective performance by tracking progress towards objectives and to provide feedback to improve operational plans and timely corrective measures. Within UNHCR, monitoring aims to:
- ☑ Provide managers and staff with the information they require to take timely and well-informed operational decisions;
 - ☑ Identify and immediately correct operational problems;
 - ☑ Ensure assistance is delivered as planned and in an equitable manner;
 - ☑ Identify protection problems in a timely manner; and
 - ☑ Contribute to reporting required for Headquarters, ExCom, donors and others.

45. Monitoring can only be accomplished if objectives are properly developed and clearly defined and appropriate indicators formulated. Essential steps in undertaking any monitoring exercise include:
- Collecting the data with respect to the quantitative (e.g. number of clinics rehabilitated) and qualitative (e.g. improved educational standards) indicators;
 - Analysing the data collected; and
 - Using the information to improve current and future projects and programmes.
46. A short monitoring plan should accompany each QiP or cluster of QiPs as appropriate, detailing the location (Geographical Positioning System (GPS) coordinates), key indicators, expected frequency of on-site monitoring visits and key responsible persons from the community, the implementing partner and UNHCR. These people and their contact details should be recorded for each QiP, to facilitate follow up.
47. A simple agreement setting out mutual responsibilities and authority (e.g. in the event of a dispute) can be drafted and signed by all concerned. Make it clear who has the responsibility and authority to supervise works and the extent of that authority (e.g. over recommending the final disbursements, contingent upon certification of works).
48. The community or official authorities can be organised and supported to monitor the works in their area. This will be particularly effective if communities fully own (and are well informed about) the projects. Monitoring can be improved through the specialised NGOs specifically to supervise and report on works or to advise communities.
49. Tracking of QiPs should include all critical information, such as objectives and outputs, activities, cost, start and completion dates, contracted implementers, certification of the works at key stages of implementation, community inputs, etc. These should be stored in a comprehensive database using Excel or ACCESS. See Annex 6, QiP Tracking Sheet.
50. Information on each QiP can be contained on individual QiP sheets preferably with digital photos of the works at key stages. A standard summary sheet should exist for each QiP file, listing dates of key 'events' including instalments made, periodic financial, monitoring and evaluation reports by partners and UNHCR, etc. This should show at a glance the QiPs status and facilitate as a checklist on standard requirements and procedures. It should provide a historical overview upon completion. See Annex 6 and Annex 7.
51. The main implementers of QiPs Programme (e.g. those receiving total funds for a programme that contains a number of QiPs) should be inspected or audited according to a pre-determined schedule and criteria. This can be done by professional auditors. For further advice please contact Audit Unit at UNHCR Headquarters.
52. A useful approach is to organise visits by local authorities and donors to QiPs programme area, either upon completion or during the works. They can, if they agree, also be part of the inspection process, through specially assigned experts. This can be a way of getting access to more expert staff for monitoring and inspection.
53. Each QiP should be formally certified upon completion and this should be recorded in the database. That certification can be on a simple form detailing completion and formal hand-over to future users. See Annex 8 QiP Completion Form.

3.6 Evaluation

54. Evaluation is as systematic and objective an analysis and assessment of an organisation's policies, programmes, practices, partnerships and procedures as possible and focuses on planning, design, implementation and impacts.
55. An evaluation aims to ascertain the appropriateness and fulfilment of objectives, as well as the efficiency, effectiveness, impact and viability of an organisation's activities. It should provide credible and useful information that enables the incorporation of lessons learned and good practices into policy making, decision making, programming and implementation. Evaluations should concern, and therefore be driven by, both Headquarters and field staff.
56. Why conduct evaluations?
- Accountability.** To determine whether expected results (i.e. the objectives of reintegration) are achieved.
 - Lessons learned.** To extract "good practices" to correct and inform programme design addressing challenges to return and reintegration;
 - Garnering stakeholder views.** To close the gap between the organisation's and its beneficiaries' perceptions (humanitarian agencies can be poor at consulting or involving communities).
 - Retaining and building institutional memory.** To build institutional memory when staff turn-over in repatriation and reintegration programmes is high (i.e. when valuable institutional knowledge is lost).
57. Criteria used in evaluations:
- Appropriateness or relevance.** Were the objectives focused on real needs?
 - Efficiency.** Were costs appropriate for the outputs delivered?
 - Effectiveness.** Did the outputs produce the planned results?
 - Impact.** What were the immediate and long-term effects of the projects/programmes?
 - Sustainability.** Can the beneficiaries/communities maintain/continue the interventions on their own?

ANNEXES

Coexistence QiPs

Background

In 2000, UNHCR launched the pilot project Imagine Coexistence. The intention was to explore an approach to ensure the sustainable repatriation and reintegration of people returning to divided, and emotionally and economically strained communities. Governments and local authorities may perceive returnees as disruptive and potential sources of new violence and may be suspicious of them. Returnees themselves may face dislocation as they find others living in their homes or no homes to return to. Moreover, returnees may find themselves living side-by-side with those they only recently confronted as enemies.

Definition

Coexistence is a first step towards reconciliation. For UNHCR, coexistence may well be a more realistic point of achievement rather than reconciliation and/or forgiveness given the organisations rather short-term engagement in reintegration activities.

Coexistence:

- ◆ Is more than living peacefully side by side
- ◆ Involves some degree of communication
- ◆ Involves some degree of interaction
- ◆ Involves some degree of cooperation

To achieve coexistence communities and individuals require the capacity and determination to recognise each other's status and rights as human beings; develop a just and inclusive vision for the community's future; and jointly plan, design and implement economic, social, cultural, or political development across former community divides.

Methodology

Imagine Coexistence is a bottom-up methodology, building on UNHCR's existing connections within local communities following repatriation. It aims at enabling community members to find a reason, or an incentive, to come together. This is vital for people whom otherwise distrust, fear and/or hate one another. Economic opportunities may constitute such an incentive, and the chances for promoting coexistence increase when projects encourage members of different groups to work alongside one another. The philosophy behind Imagine Coexistence is that by bringing divided communities to communicate, interact and cooperate through the provision of incentives (e.g. job creation), UNHCR can render return more sustainable and prepare the grounds for later reconciliation work. The latter stresses the need for planning coexistence interventions from the earliest stage jointly with actors in the field of reconciliation.

Initially an awareness campaign is conducted (e.g. community meetings, distribution of flyers) in the selected communities. Subsequently, the implementing partner will train and familiarise the communities with the concepts of Imagine Coexistence as well as project development. Training over a period of two to three months will include sessions on coexistence, communication, cooperation, project development and project management. Participants are subsequently requested to produce project proposals and submit them to a Coexistence Steering Committee.

In principle coexistence interventions would apply a ‘**cluster**’ approach, where projects, often with a primary income generation focus, are developed in various domains (education, arts, environment, etc) by executing agencies (local associations, local NGOs and CBOs, private companies, local authorities, informal community groups) through a participatory decision-making process.

The objectives of coexistence projects in the communities of implementation are that:

- ◆ an increased number of people will actively work or speak out for coexistence (or a decreased number of people actively engaged in or promoting conflict).
- ◆ community leaders are influenced to act on behalf of coexistence.
- ◆ links are established between the community leadership and the general public that makes it possible to communicate more effectively about how to foster coexistence.
- ◆ people from different ethnic groups share the leadership of the projects.
- ◆ the projects are perceived as joint endeavours by the project staff.
- ◆ the projects broaden the social connections among beneficiaries.
- ◆ the projects help generate other joint activities.
- ◆ beneficiaries and/or Project staff develop an increased level of trust in their relationship with each other.

A Coexistence Steering Committee, made up of: (i) Communities; (ii) Partners; and (iii) UNHCR staff, would review the proposals. On approval by this Committee, grants would be paid out to the communities for their proposed activities/project implementation. The Coexistence Steering Committee will use the criteria below for the selection of projects.

The coexistence projects shall:

- ◆ exist or be created at the community level with local existing partners or groups already formed;
- ◆ involve skill and capacity building;
- ◆ contain an economic development dimension;
- ◆ include joint activity among groups previously in conflict – including both beneficiaries and staff;
- ◆ create a context where relationships can be built and where trauma healing can occur;
- ◆ embody the principle of non-discriminatory treatment;
- ◆ be capable of replication or adaptation;
- ◆ have a ripple effect including the potential for systemic impact;
- ◆ possess sustainable effects and impact beyond the life of the project.

Imagine Coexistence is a modified QIPs approach as it involves the funding/support of small projects with quick and discernible impact. However, Imagine Coexistence is completely community driven. The micro-projects that the communities develop and present to the Steering Committee should not be disclosed to UNHCR, when the community mobilisation and training is conducted. The community defines its own priorities and plans and design the micro projects accordingly. However, UNHCR and the implementing partners can influence the processes during the training and project formulation phase as well as in the Steering Committee.

Examples of Coexistence Projects

- ◆ Launch of small businesses with inter-ethnic workforce and targeting client of all ethnic groups (e.g. fruit drying chamber, PVC bag production, and nail production, coffee bar, internet café, drugstore/sales shop, taxi service, brick making).
- ◆ Agricultural production (e.g. apple, mushrooms and strawberry production) through training of mixed communities by local agricultural associations and provision of seeds and equipment (e.g. greenhouse).
- ◆ Animal husbandry after training of mixed communities groups on participatory approaches. In Rwanda most groups opted for livestock rearing projects to generate manure for fertiliser. Goats are owned and kept and managed by the community at large.
- ◆ Skills training for youth including journalist and computer training of inter-ethnic groups with the objective of increasing respect for other individuals rights/opinions and enhance objectivity.
- ◆ Post-traumatic stress therapy for children of different ethnic groups.
- ◆ Birth preparation classes for groups of Croat and Serb women in Drvar, Bosnia.
- ◆ Sports projects (establishment of interethnic youth sports clubs (e.g. basketball, handball, judo)).
- ◆ Inter-ethnic school of folk dancers: Production of folk dresses for inter-ethnic dancer group to perform traditional dances of all ethnicities.
- ◆ Establishment of local newspaper, which also covers the issue of coexistence.
- ◆ Rehabilitation of existing market place to establish meeting place for all ethnicities.
- ◆ Support for activities of local NGOs already promoting coexistence e.g. acting and dancing performances.

How are Coexistence Projects Different from Traditional QIPs?

Coexistence projects in terms of the final micro projects in the sectors of income generation, educational, health and cultural activities are not different from QIPs in the same sectors.

However, the path towards the development of the micro projects and the selection criteria for micro projects that can be funded under Imagine Coexistence are distinct.

The substantial training component that precedes the development of the project proposals has a focus on coexistence. It is explicit that only projects that can document clear elements of coexistence (e.g. individuals of different ethnicity to plan and work together) can be funded.

Coexistence projects must work towards the objectives described above.

Applicability of the Imagine Coexistence Concept for QIPs in General

The Imagine Coexistence approach can usefully be applied in situations of return to divided communities for QIPs as well. QIPs can be programmed through with a “coexistence lens” allowing for a mainstreaming of the concept in UNHCR’s repatriation and reintegration operations.

In return situations to divided communities, it may be useful to insist on inter-ethnic participation in any QIP and in general the objectives for coexistence projects described above could be applied.

It should be noted however that training of the communities on the concept of coexistence, communication, cooperation and participatory decision making, should precede implementation.

Red Flags to Look Out For

When? - Timing: When are communities that only recently opposed each other in conflict ready “to say hello” to each other again and start interaction? UNHCR’s coexistence experiences from Bosnia and Rwanda required 4 years after conflict before coexistence was discussed, while minority return in some cases had only started a year before coexistence activities were launched. Each situation needs to be assessed.

Is there already ongoing coexistence work: To make UNHCR intervention as effective as possible a complete mapping of actors in the field involved in coexistence and reconciliation activities needs to be done initially to select the right partners and base the intervention on other lessons learned by other actors. In some context religious institutions have considerable experience in coexistence work, but it may also be politicised.

What are the coexistence issues: Coexistence problems may not be between different ethnic groups, but can well be within one ethnic group e.g. between generations or groups of individuals who found refuge in an asylum country and other groups that stayed in the village or became IDPs in country of origin.

Is coexistence a priority for the authorities? In Bosnia it may have been the case with some of the local authorities, but there appeared to be no commitment (or interest) at the national level for coexistence and reconciliation. In such a context, it may be difficult to involve authorities and obtain their support.

Additional Information on Imagine Coexistence

A complete file of the pilot project as well as guideline for designing coexistence interventions and lessons learned training material (CD-ROM) are available from the Reintegration and Local Settlement Section, Division of Operational Support.

QiPs Assessment Checklist

This section suggests a number of questions to ask when assessing the suitability and design of proposed projects.

General Considerations

- What are the grievances expressed by the community?
- What previous aid has the community received?
- What were the results of this aid?
- What is the project area?
- In what way could the project provide the most appropriate support?

Objectives

- Are the objectives of the project clearly defined?
- Are they reasonable and practical?
- Are they based on needs?
- Are they compatible with longer-term area development objectives?
- Who are the potential beneficiaries of the project?

Design

- Is the project consistent with the transition/recovery programme strategy, including national and sectoral objectives and priorities?
- What is the relationship of the project with other activities in the area especially the transition/ recovery programme?
- What additional support could other organisations provide or are providing in this area?
- Is the project feasible?
- Does the design take into account local conditions and customs?
- Is the timing realistic?
- What are the risks, if any, associated with the project and could these cause it to fail?
- Are there any issues requiring further investigation? If so, what are they?

Community Participation

- Have beneficiaries been involved in identifying needs and in the design and planning of project?
- Is there a mechanism to allow participants to voice complaints or make suggestions to amend the project?
- Do all project beneficiaries have a stake in it?

- Are they in some way contributing to the project?
- To what extent are beneficiaries able to influence the course of the project?
- What mechanisms are there for this?

The Nature of the Group

- How the group is defined and what are the specific problems confronting it?
- Do the stated objectives of the group actually address community's real needs?
- What projects is the group proposing to address its grievances and needs and to which organizations?
- What is the legal status of the group?
- What contribution is the group making to the project?
- Will the group have access to new opportunities as a result of the project?
- How are the benefits of the project distributed among the group?

Project Impact

- What are the proposed activities and outputs of the project?
- How will the project impact on people's lives in terms of livelihood creation, enhancing absorption capacity, improvement of basic services etc.?
- What is the expected impact in the immediate and medium/long terms of the programme comprising of various QiPs?
- What are the risks in terms of negative impact (in terms of e.g. environment, gender, local economy, and vulnerable groups)?

Implementation

- Does the implementing partner have the necessary managerial and technical capability to implement the project?
- What human, financial and material resources are needed to implement the project?
- What time is required to implement the project?
- Does the project include training to ensure community implementation and maintenance?

Cost Effectiveness

- What are the capital costs of the project?
- Are the costs reasonable?
- Are the resources adequate to the requirements?
- To what extent is the project the cheapest way to achieve the defined objectives?
- Are salaries compatible with local conditions?
- Are equipment costs appropriate to local conditions?

Sustainability

- Has the government authority provided inputs in the design of the project in conformity with transition/recovery programme?
- For how long will the project be sustainable?
- What effect will the project have on the environment?
- What effect will the project have on the local economy?
- What are the recurrent cost implications of the project?
- Are adequate resources available to operate and maintain the project in the future?
- Who will fund the recurrent costs i.e. operational and maintenance costs of the project in the medium and long-term?
- Has an agreement been reached with the relevant government authority that recurrent costs will be forthcoming from government budgets?

Monitoring and Evaluation

- What provision has been made for monitoring and reporting the progress of the project?
- Is a format and time frame of measurement/monitoring agreed upon by all parties?
- How often and by whom will this monitoring be done?

Replicability

- What is the multiplier effect likely to be?
- Could the activities be expanded to neighbouring areas?

Community Consultations for Design of QiPs

In an emergency many planners are unaccustomed to a consultative process and often adopt a 'top down' approach towards determining beneficiary needs and devising interventions. The challenge is to get planners to visit communities, elicit people's views, and make a genuine attempt to understand their needs and priorities. This annex is intended to provide some practical guidance in conducting effective community consultation.

A community development team, supported and advised by technical specialists (engineering, planning, social development, etc), should be designated specifically for assessing needs with communities and proposing possible programme of QiPs. If necessary, staff should be provided with training in community consultation. This could take the form of a short course, supported by guidelines from UNHCR and partner community development sources, and could draw on local experts and local staff from within the office. Knowledge of local languages is a key requirement for this work.

Community Needs Assessment

The needs-assessment of each community includes two main components:

- meetings with subgroups to identify needs and define development priorities;
- survey of the locality, including inspection of relevant infrastructure facilities.

During this exercise, the field survey team is facing three main tasks:

- become acquainted with the social groups and the physical environment in which activities are to be carried out;
- inform residents of objectives of the visit;
- hold discussions with the beneficiaries (including villagers, community leaders, local/community organisation leaders, professionals such as teachers or medical personnel both men and women).

Community Meetings

The community meetings could be conducted in two ways:

- separate discussions with individual groups on selected issues;
- joint discussions with a large integrated group on matters of common interest.

Attendance of the meetings depends on the time available, the social characteristics of the population or the particular topic discussed. Men, women, young and elderly persons could either meet together or in separate discussions. The survey team should seek opinions from those people reluctant to speak out in large public meetings and would ensure equal opportunity for consultation with women.

Such community discussions would bring planners and communities together to share information, identify needs, and define development approaches and priorities. In this process, the survey team would be expected to:

- learn from local people about their grievances, desires and aspirations;

- inform them about the team's technical assessments of opportunities for development investments and disseminate any other available information;
- assess community readiness to contribute towards the project activities.

Data Gathered

While it is important to gather the data required for programme of QiPs proposals and planning, there should be sufficient flexibility in the conduct of community discussions. The interests of the community or group should dictate the agenda. This requires a great deal of sensitivity from facilitators in the survey team.

Overall, the data gathered should point to:

- available social and economic infrastructure facilities (water supply, road access, marketing, electrification, health, and education);
- credit facilities and technical assistance;
- internal social organisation of the village;
- institutional activities and works undertaken;
- development needs and priorities;
- capacity and potential of economic actors (private sector).

Findings

The information gathered should be summarised and presented to a community meeting in order to allow for the following steps:

- a review of the production support services (credit and technical assistance) and social services (education, health, drinking water, etc.);
- expression of beneficiaries' views on the assessment findings and on its project implications in terms of the community's developmental priorities; and
- discussion of possible solutions to urgent problems.

The following are suggested steps for community consultations:

Activity	Purpose
1. General Information meeting	<ul style="list-style-type: none"> ◆ Explain the purpose of the project preparation to the community ◆ Talk with small groups of individuals and find best informants ◆ Identify natural leaders in the different community strata ◆ Ask authorities for census data
2. Locality Study	<ul style="list-style-type: none"> ◆ Status of existing infrastructure and technical support services ◆ Existing facilities and those to be rehabilitated ◆ Existing social groups and salient features ◆ Community leadership and organisational structure
3. General Programming Meeting	<ul style="list-style-type: none"> ◆ Ascertain priority needs and estimated production targets ◆ Estimate approximate credit, input, and other needs ◆ Gather information on investment proposals and the social group making them ◆ Determine ranking of investment proposals

Activity	Purpose
4. Follow-up of the Locality Study	<ul style="list-style-type: none">◆ Check technical feasibility of proposals in the field◆ Check social acceptability of proposals through discussion with individuals and groups

QiP - Project Proposal

Sample QPs Proposal Form

1. QiP - Project Summary

QiP Number and Title _____

Total Budget _____

Local Inputs:

(in kind) _____

(cash) _____

Sector _____

Government Counterpart _____

Representation of Beneficiary Community _____

Project Site _____

Starting Date _____ Completion Date _____

Implementing Partner _____

Submitted by:

Name _____

Organisation _____

Address _____

2. Project Description

2.1 Project Justification

Briefly state the core problems to be addressed and the expected project impact.

For example "alleviate shortage of water in village with increased population from 3,000 to 5,000 due to returning population".

2.2 Beneficiaries

Specify the number of beneficiaries.

Outline relevant socio-economic data (age, sex, ethnic and religious background, education/skill profile, rural/urban etc).

2.3 Objectives

Objectives should result from a needs assessment and should be clearly stated and quantified, wherever possible, by showing precisely the expected results. As a general rule, a project objective must specify:

- ◆ the number of people to be assisted
- ◆ the end-result that is intended
- ◆ the date by which the result should be achieved

(e.g. drilling and equipping of 2 additional boreholes to be completed by 20 June 2004, to provide safe drinking water for the additional 2000 inhabitants (1,000 per borehole).

2.4 Activities

Indicate main activities (building works, services, etc) to be carried out.
Specify outputs and performance indicators of verification for each activity.

For details please refer to Project Planning in UNHCR, A Practical Guide on the use of Objectives, Outputs and Indicator – March 2002

2.5 Community Participation/Local Inputs

Give information on the community management and leadership structures.

Indicate what the community will contribute towards the project:

- ◆ materials in terms of their quantity and local value;
- ◆ skilled and manual labour in terms of the type of work, person days required and payment (cash or food);
- ◆ equal opportunity/access to women;
- ◆ cash contribution and means of collection;
- ◆ land or buildings.

3. Project Budget

Project Number and Title _____

Sector _____

Budget Code	Description	Unit	Unit Cost (currency)	Quantities		Total Quantity	Costs (currency)		Total costs (currency)
				Period 1	Period 2		Period 1	Period 2	

Short Format for Sub-Project Agreement

UNHCR

Case postale 2500
CH-1211 Genève 2

To/A: All Representatives, Chiefs of Mission and Heads of Offices in the Field
All Directors and Deputy Directors of Bureaux and Divisions
All Heads of Desks and Desk Officers
All Senior Resource Managers
All Programme and Finance Officers in the Field
All VAR Administrators at HQ

From/De: Marjon Kamara, Director, Division of Operational Support

File Code/Dossier: ADM 1.1, OPS 1.2

Subject/Objet: **Short Format for Sub-Project Agreements**

Date: 17 December 2003

1. Reference is made to IOM/FOM/22/2003 dated 14 March 2003, titled Revision # 7 of Selected Sections of Chapter 4 of the UNHCR Manual, which contains the revised Agreements for the implementation of sub-projects.
2. Following several requests from the Field, the Short Format for Sub-Project Agreements is herewith re-issued. The Short Format consists of a cover page and two Appendices, the "General Conditions" and the "Standards of Conduct". The cover page can also be used for subsequent revisions. For revisions, the Appendices do not have to be attached any more.
3. The Short Format is valid from 01 January 2004. It is a simplified Agreement for sub-projects having a single objective in one FMIS sector and a total value of no more than US\$ 50,000. It exists only for bipartite Agreements with non-governmental organisations. For Agreements with departments of the host government and for tripartite Agreements, please use the standard formats mentioned in Paragraph 1 above.
4. Field Offices are requested to use this format, and not any earlier versions thereof. French and Spanish versions of the Short Format are attached to the electronic version of this Memorandum.
5. Thank you for your attention

SHORT FORMAT FOR SUB-PROJECT AGREEMENTS

[Original/Rev.1]

Sub-Project Symbol: _____

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

entered into between the **Office of the United Nations High Commissioner for Refugees** (hereinafter referred to as “UNHCR”) and _____ (hereinafter referred to as “the Agency”, both hereinafter referred to as “the Parties”) for implementation of the Sub-Project titled _____. The General Conditions for Short Sub-Project Agreements and other attachments as listed in Art. 1.14 below herewith form an integral part of this Agreement.

Art. 1.1 Background/Context:	
Art. 1.2 Location	Art. 1.3 Beneficiaries:
Art. 1.4 Objective:	Impact Indicator(s):
Art. 1.5 Outputs: •	Performance Indicator(s): •
Art. 1.6 Duration: This Agreement shall commence on _____, and shall be completed on _____, unless amended by both Parties. The liquidation date is _____.	
Art. 1.7 Level at which budgetary transfers are authorised: Sector/Activity/Item/Sub-Item/Not authorised Item	
Art. 1.8 Financial participation by UNHCR: <i>In consideration of the activities undertaken by the Agency and the outputs delivered as specified under Article 1.5 above, UNHCR shall transfer to the Agency, subject to the availability of funds, a maximum of _____, equivalent to US\$ _____ calculated at the UN rate of _____ on _____.</i>	
Art. 1.9 Participation by the Agency (describe and quantify the contribution of the Agency to the Sub-Project) :	
Art. 1.10 Agency’s reporting responsibilities to UNHCR:	
Art. 1.11 Indicative cash requirement: <u>Currency and Amounts:</u> _____ <i>Dates:</i> _____	
Art. 1.12 Agency’s bank account: Bank name and address: Account title and number: Separate or pool account:	
Art. 1.13 Procurement: If procurement is foreseen under this Sub-Project, the UNHCR Procurement Guidelines apply / and, since the Agency is pre-qualified, it may follow its own procurement procedures [delete if not applicable].	
Art. 1.14 Annexes and Appendices: Signature of this Agreement by the Agency constitutes formal approval of the Sub-Project Budget (Annex B), the Workplan (Annex C), the General Conditions for Short Sub-Project Agreements (Appendix 1) and the Standards of Conduct (Appendix 2). [list additional Annexes if any, e.g. UNHCR Procurement Guidelines].	

Art. 1.15 Agreement Revision: This Agreement and its attachments supersede the original Agreement, signed on _____ by _____ [the Agency] and on _____ by UNHCR as well as all previous revisions to the Agreement. All Annexes and Appendices mentioned in Art. 1.14 or as amended by previous revisions remain in force unless replaced by this revision. The following Annex(es) are herewith replaced : _____ .
 (this clause is for revisions only).

<p>Authorised Officer for UNHCR</p> <p>Signature:</p> <p>Name :</p> <p>Title :</p> <p>Date :</p> <p>Place :</p>	<p>Authorised Officer for the Implementing Partner</p> <p>I acknowledge that I have received, read and accept all Annexes and Appendices as mentioned above.</p> <p>Signature:</p> <p>Name :</p> <p>Title :</p> <p>Date :</p> <p>Place :</p>
--	---

Revision History (only for revisions)

Revision n° Main points and nature of revision

General Conditions for Short Sub-Project Agreements

Sub-Project Symbol: **/**/**/**/**(**

Sub-Project Title: _____

1. Duration of the Agreement

- 1.01 The term of the Short Sub-Project Agreement (hereinafter referred to as “the Agreement”) shall commence on the day the Agreement is signed, unless, for exceptional circumstances, the commencement date is set at an earlier date, and terminate once all the obligations under the Agreement have been fulfilled. The Sub-Project shall commence and be completed in accordance with the time frame or schedule set out in Art. 1.6.
- 1.02 Should either Party during the implementation of the Sub-Project consider that a revision of any terms of the Agreement or the Annexes thereto becomes advisable, including its extension beyond the planned termination date and/ or extension of the liquidation period as indicated in Art. 1.6, then such a revision shall be made prior to the expiration of the Agreement and only with the written consent of the Parties to the Agreement. The revision shall be made in the prescribed form for Supplementary Short Sub-Project Agreements.

2. General Responsibilities of the Parties

- 2.01 The Parties agree to carry out their respective responsibilities under the Agreement in accordance with these General Conditions for Short Sub-Project Agreements (hereinafter referred to as the “General Conditions”) and in accordance with the following documents: Annexes B and C and the Standards of Conduct as set out in Appendix 2. The Parties further agree to implement the Sub-Project in accordance with UNHCR policies and procedures.
- 2.02 The Agency shall make available the necessary human resources to implement the Sub-Project in accordance with the General Conditions, namely its employees or persons hired for the implementation of the Sub-Project, including beneficiaries of the Sub-Project, agents and subcontractors (referred to as “the Agency Personnel”).
- 2.03 Both Parties shall endeavour to promote and facilitate the participation in the Sub-Project of other members of the United Nations system, intergovernmental and non-governmental organisations in meeting the total requirements of the Sub-Project. Both Parties will inform each other if and

when contributions towards the Sub-Project have been received so that the Agreement can be amended accordingly.

2.04 Responsibility for Claims

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

2.04.2 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 Sub-Project and which may be made against any of the Parties to the Agreement. The Agency shall be responsible for dealing with 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 Agency or its personnel.

2.05 Terms and Conditions of Agency Personnel

2.05.1 Agency 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 to the Agreement.

2.05.2 The Agency shall be fully responsible for all services performed by Agency Personnel as defined in Paragraph 2.02 above.

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

2.05.4 Agency Personnel shall neither seek nor accept instructions regarding the activities under the Agreement from any external authority.

2.05.5 Information that is considered confidential under Paragraph 5.02 below shall not be used without the authorisation of UNHCR. In any such event, such information shall not be used by Agency Personnel for individual profit. This obligation shall not lapse upon termination of the Agreement unless agreed between the Parties.

2.05.6 The Government shall be requested by UNHCR to grant to Agency Personnel, other than nationals of the country employed locally, the

privileges and immunities specified in Article V, Art. 18, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

2.06 Personnel not to Benefit

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

3. Obligations of UNHCR

3.01 Provision of Staff and Services

UNHCR shall assist in the implementation of the Sub-Project set out in Art. 1.1 to 1.5 by making available the advisory services of its personnel.

3.02 Customs

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

3.03 Remittances

3.03.1 UNHCR shall, within the ten working days following the signing of the Agreement by the Parties, make a first remittance (Art. 1.11) to the designated bank account as stated in Art. 1.12.

3.03.2 UNHCR shall, thereafter, and subject to the availability of funds, make further remittances commensurate with the progress of the Sub-Project and in accordance with the Sub-Project's liquidity status as evidenced by Sub-Project Monitoring Reports (Part 1), certifying that not more than 30% of the last instalment received remains on hand. A forecast of indicative cash requirements has been agreed and stated in Art. 1.11. The forecast of indicative cash requirements shall take into account any retention of funds for the payment of procurement by UNHCR if applicable.

3.04 Other expenses

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

4. Obligations of the Agency

4.01 Use of Funds

- 4.01.1 The Agency shall utilise UNHCR's funds towards the cost of implementing the Sub Project in accordance with the Sub-Project description (Art. 1.1 to 1.5) and Budget (Annex B to the Agreement). UNHCR shall not be liable for any expenditure or obligations made in advance or in excess of actual instalment payments, unless these were expressly authorised by UNHCR.
- 4.01.2 The Agency shall deposit all remittances received from UNHCR into a separate bank account unless the deposit into a general or pool account has been authorised in the Agreement (Art. 1.12). The use of a general or pool account may be authorised 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 Sub-Project.
- 4.01.3 The Agency shall apply the most favourable official rate of exchange for all transactions relating to the implementation of the Sub-Project.
- 4.01.4 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 Agreement shall be charged to the Sub-Project, and then only against and not exceeding the amount specified in the budget.
- 4.01.5 The Agency shall be authorised to make up to 15 % transfers within the budget at the "item" level unless otherwise indicated in the Basic Sub-Project Data (Art. 1.7 of the Agreement). 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 Sector-Activity levels etc). Any transfers exceeding 15 per cent shall be subject to prior consultation with, and written authorisation by, UNHCR; this will also require a formal and officially authorised and documented revision to the budget.
- 4.01.6 The Agency shall effect payments to the beneficiaries of the Sub-Project governed by the Agreement only when the Sub-Project objective (Art. 1.4 and Art. 1.5) 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 the Agreement, the UNHCR Beneficiary Card (UNHCR 109/Rev.1), or its equivalent, should be used to record all such payments to each beneficiary.
- 4.01.7 The Agency shall credit any miscellaneous income to the Sub-Project accounts as a receipt of funds against agreed Sub-Project requirements. Miscellaneous income shall include, *inter alia*, proceeds or receivables from the sale of any item or property

provided under the Sub-Project governed by the Agreement, as well as any bank interest earned or accrued on Sub-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 Sub-Project, all miscellaneous income remaining in the Sub-Project accounts, or which is an outstanding receivable, shall be reported in the Sub-Project Monitoring Report (SPMR) due at that time. The use of such miscellaneous income during the course of the Sub-Project, for Sub-Project-related activities, requires prior consultation with and written authorisation by UNHCR.

4.01.8 The Agency shall refund all undisbursed funds, including any “miscellaneous income” (see paragraphs above) to UNHCR at the same time as submitting the final Sub-Project Monitoring Report (SPMR).

4.02 Maintenance of Financial and Sub-Project Records

4.02.1 The Agency shall maintain separate Sub-Project records and accounts containing current information and documentation which, *inter alia*, shall comprise:

- (a) copies of the Agreement(s) and all revisions thereto;
- (b) payment vouchers, clearly showing the Sub-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 Sub-Project account;
- (d) periodic analyses of actual expenditure against the Sub-Project budget;
- (e) records of all financial commitments entered into during the duration of the Sub-Project;
- (f) reports by auditors on the accounts and activities of the Sub-Project;
- (g) a general ledger accounting system;
- (h) bank statements and reconciliations;
- (i) cash book(s);
- (j) separate accounts of sales and taxes incurred on domestic purchases;
- (k) employment contracts and planned staffing tables showing actual staffing;
- (l) complete purchase order file including; tender documents, offers, bid tabulation, evaluation, shipping/insurance inspection document, invoices and receiving reports;

- (m) inventories of assets and consumables (see Paragraph 4.10 below);
- (n) building and construction contracts and subcontracts.

4.02.2 The Agency shall allow access to the above Sub-Project records to persons duly authorised by UNHCR.

4.03 Project Personnel

The provisions in this section are applicable only when personnel is being seconded, temporarily assigned to, or employed under the Sub-Project governed by the Agreement.

The Agency shall:

- 4.03.1 as its contribution to the Sub-Project governed by the Agreement, temporarily reassign qualified, competent Agency personnel to undertake certain services as set forth in the Sub-Project objective (Art. 1.4) of the Agreement;
- 4.03.2 meet all the costs of such personnel so reassigned at levels commensurate with established scales and in accordance with generally accepted standards and practices as defined in the applicable regulations;
- 4.03.3 for each position, fully or partly funded by UNHCR as part of the 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;
- 4.03.4 ensure the right of any such personnel so detached, to return to Agency service in accordance with applicable regulations and practice;
- 4.03.5 undertake the recruitment of appropriately qualified and experienced personnel in accordance with the Staffing Table contained in the annexes attached to the Agreement, if Agency personnel are not available for 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 personnel 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 Sub-Project activities in favour of women beneficiaries of the Sub-Project governed by the Agreement;

- 4.03.6 establish contracts with personnel recruited or seconded under the Sub-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.
- 4.03.7 adhere to provisions concerning the number and cost of project personnel in the Budget attached to the Agreement. The Agency shall justify to UNHCR any need for additional project personnel not provided for in the Staffing Table contained in the annexes attached to the Agreement. The costs of any unauthorised project personnel or remuneration in excess of the amounts agreed with UNHCR, and not provided for in the Budget attached to the Agreement, shall be borne by the Agency. Project personnel who work in multiple sectors of a Sub-Project should be budgeted under, and charged to, the main sector concerned;
- 4.03.8 ensure that all project personnel, including beneficiaries of the Sub-Project employed on direct Sub-Project implementation, are fully insured against accidents at least at the same level accorded to nationals, if any, employed under the Sub-Project governed by the UNHCR Agreement. Costs for this insurance may be charged against the appropriate budget line of the Sub-Project, if such a provision has been made;
- 4.03.9 submit with the final SPMR a list of project personnel showing for each staff member the name, functional title, period of employment and total cost charged to the Sub-Project.

4.04 Inspection and Audit

- 4.04.1 The Agency shall facilitate inspection and audit of the Sub-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 authorised 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 Sub-Project. Audits of the Sub-Project will include, *inter alia*, the examination of the Sub-Project accounting records in order to determine that the charging of administrative and operational support costs to the Sub-Project complies with those specified in the annexes to the Agreement. For auditing purposes, Sub-Project accounting records shall be retained for the six years following the completion of the Sub-Project.
- 4.04.2 The Agency shall facilitate visits by the duly authorised persons to the Sub-Project site(s) to evaluate the progress and achievements of the Sub-Project during its period of implementation or thereafter.

4.04.3 UNHCR reserves the right to request an external audit for all UNHCR Agreements if this is deemed beneficial.

4.05 Procurement

4.05.1 UNHCR's policy is to limit purchasing by an agency implementing its sub-projects to only those occasions when the Agency has a clearly proven advantage, such as awareness of local conditions or specific technical expertise and under the condition that the Agency can be expected to carry out such procurement in accordance with certain basic procurement principles.

4.05.2 The Agreement will indicate who is responsible for any procurement (Art. 1.5 and Annex C, Workplan) and whether the Agency has been pre-qualified to carry out procurement on behalf of UNHCR (Art. 1.13). All procurement of goods and services has to be strictly in accordance with the UNHCR Procurement Guidelines for Implementing Partners.

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

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

4.05.5 The Agency shall ensure that all customs and registration documents, licenses and operating permits which may be required for the importation of Sub-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 Agency shall indicate to the competent authorities that the Sub-Project supplies are bought with UNHCR funds.

4.06 Assignment and Sub-Contracting

In the event the Agency 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. The Agency 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 Agency of any of its obligations under the 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 the Agreement.

4.07 Use of Assets

The provisions in the following paragraphs are applicable only when assets are procured with UNHCR funds or otherwise made available to the Agency by UNHCR for use within a Sub-Project governed by the Agreement.

- 4.07.1 Assets shall be defined as any item of property valued at US\$ 1,500 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 five years 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 from a minimum acquisition value of US\$ 100 per unit.
- 4.07.2 Assets provided in-kind or financed by UNHCR shall remain the property of UNHCR and shall be returned to UNHCR upon completion of the Sub-Project or upon termination of the Agreement, unless otherwise agreed upon in writing by the Parties. During the Sub-Project implementation and prior to such return, the Agency shall be responsible for the proper custody, maintenance and care of all assets. The Agency shall, for the protection of such assets during implementation of the Sub-Project, obtain appropriate insurance against damage, loss, theft and third party liability. Funds received from insurance claims are to be credited to the corresponding Sub-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.
- 4.07.3 Where UNHCR provides a right of use of assets and physical structures under the 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”). The Right of Use Agreement is governed by the provisions set out in the Agreement.
- 4.07.4 UNHCR assets shall be used exclusively for the intended purposes of the Sub-Project under which they have been acquired and their use for any other purpose is prohibited. In the event of any breach of this provision, the Agency may be liable to UNHCR for compensatory damages equivalent to the value of the assets on the effective date of the hand over. The use of vehicles shall be recorded in a logbook that, *inter alia*, shall show the dates, distance travelled and purpose of each trip.
- 4.07.5 The Agency agrees to retain all UNHCR identification logos, which shall not be removed.
- 4.07.6 Should any costs, direct or indirect, or any levies, duties or taxes be associated with or become payable upon the granting of the right of use of UNHCR assets to the Agency (because the Government did not agree to the Agency being tax exempt) UNHCR shall not be liable for those costs.

4.07.7 Before the disposal of any asset, written approval of UNHCR shall be obtained. The proceeds of the sale of any assets, if authorised, should revert to UNHCR.

4.07.8 The right of use of assets does not preclude the reversion of the assets to UNHCR in the event that the need for such assets is identified under other projects. UNHCR may therefore exercise the right to re-deploy and/or transfer to another UNHCR Sub-Project any asset subject to these provisions.

4.08 Transfer of Ownership of UNHCR Assets

4.08.1 Where the ownership of assets is transferred, this shall be effected on the basis of an "Agreement on the Transfer of Ownership of UNHCR Assets" giving the Agency ownership of assets acquired under the Sub-Project, Sub-Projects from prior years or re-deployed from other Sub-Projects;

4.08.2 The Agency shall abide by the terms and conditions of the "Agreement on the Transfer of Ownership of UNHCR Assets", which shall come into effect on the date specified therein.

4.09 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 Agency and if the subcontracting of such work is envisaged.

The Agency shall:

4.09.1 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 Sub-Project's implementation period may be charged against the relevant "Construction" component of the Sub-Project budget if provision has been made in the Sub-Project budget for such costs. Thereafter, and for as long as the building is being used for the purposes of the Sub-Project, similar insurance coverage shall be maintained in the full replacement value thereof at the user's own cost;

4.09.2 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;

- 4.09.3 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 Workplan (Annex C) 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 fulfil 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 authorised 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 hand over 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 Sub-Project and no new Agreement

has been entered into, the Agency will remit the guarantee amount withheld pursuant to Paragraph (b) above to UNHCR for settlement after verification of satisfactory completion of work.

- 4.09.4 The Agency shall ensure that all buildings constructed under the Sub-Project governed by the Agreement are used exclusively for the purpose of the Sub-Project as specified in Art. 1.3 and Art. 1.4 of the Agreement.
- 4.09.5 The Agency shall discuss with UNHCR, at least 90 days prior to the termination of the Sub-Project governed by the 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.
- 4.09.6 The Agency shall conclude either a Right of Use or a Transfer of Ownership Agreement during the course of the Sub-Project governed by the 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.

4.10 Food and Non-Food Items

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

The Agency shall

- 4.10.1 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;
- 4.10.2 periodically, as requested by UNHCR, provide the latest information on the stock balance, including a summary statement with the final SPMR;
- 4.10.3 conduct regular physical inspections of stocks and facilitate periodic visits of UNHCR staff for the same purposes;
- 4.10.4 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;
- 4.10.5 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;

- 4.10.6 comply with the distribution principles stated in UNHCR and World Food Programme 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;
- 4.10.7 comply with terms stated in the relevant agreements signed between UNHCR and the World Food Programme and other third parties on the distribution modalities and responsibilities for reporting on the distribution and the use of food commodities;
- 4.10.8 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.

4.11 Revolving Loan Funds

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

The Agency shall:

- 4.11.1 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;
- 4.11.2 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;
- 4.11.3 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;
- 4.11.4 submit narrative and financial reports as specified in the Transfer Agreement, during the entire period of the four years covered by the Transfer Agreement;
- 4.11.5 not change the purpose of the Revolving Loan Fund Grant unless justified by a careful assessment involving all co-funders.

4.12 Use of UNHCR Logo

The Agency is granted the right to use the UNHCR visibility logo (in its entirety) as defined in the UNHCR Identity Guide Book – January 2002 – for the activities related to the Sub-Project, only.

4.13 Observing UNHCR Policies and Guidelines

In the implementation of UNHCR Sub-Projects, the Agency is required to respect the relevant Guidelines related to the protection of, and assistance to, refugees. Particularly relevant in this regard is the framework provided by the Agenda for Protection (see the *Global Consultation* page on UNHCR's website at www.unhcr.org). The same website on the *Partnership Guides* page provides a range of Guidelines related to UNHCR's programme priorities: refugee women/gender equality; refugee children & adolescents, older refugees, environment and HIV/AIDS.

4.14 Compliance with Law

The Agency 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 the Agreement.

5. General Conditions

5.01 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 the Agreement. At UNHCR request, the Agency 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.

5.02 Confidentiality

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

5.02.2 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Agency under the 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 the Agreement.

5.02.3 The Agency 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 authorisation of UNHCR; nor shall the

Agency at any time use such information to private advantage. These obligations do not lapse upon termination of the Agreement.

5.03 Privileges and immunities

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

5.04 Force majeure and other changes in condition

5.04.1 If during the period covered by the Agreement, the Agency is prevented from carrying out its obligations referred to in the Agreement, this fact shall be reported to UNHCR who shall decide what arrangements, if any, shall be made to further implement or curtail the Sub-Project.

5.04.2 Should the number of beneficiaries, for whom assistance was foreseen under the Sub-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 Sub-Project to the new situation or discontinue it as the circumstances may warrant.

5.04.3 In the event of, and as soon as possible after the occurrence of, any cause constituting *force majeure*, the Agency shall give notice and full particulars in writing to UNHCR, of such occurrence or change if the Agency is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the 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.

5.05 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of the 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.

5.06 Arbitration

Any dispute, controversy or claim between the Parties arising out of the Agreement or the breach, termination or invalidity thereof, unless settled amicably in accordance with Art. 5.05 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.

5.07 Early Termination

- 5.07.1 If the Agency refuses or fails to prosecute any work or separable part thereof, or violates any term, condition or requirement of the Agreement, UNHCR may terminate the Agreement in writing with immediate effect. Such termination shall relieve UNHCR from any further obligations under the Agreement or liability for compensation. The Agency shall return all unspent funds provided under the Agreement and UNHCR property in its possession, if any.
- 5.07.2 UNHCR may terminate forthwith the Agreement at any time should the mandate or the funding of UNHCR be curtailed or terminated, in which case the Agency shall be reimbursed by UNHCR for all reasonable costs incurred by the Agency prior to receipt of the notice of termination; this does not extend to expenditure incurred in excess of the funds made available under the Agreement.
- 5.07.3 In the event of any termination by UNHCR under this Article, no payment shall be due from UNHCR to the Agency except for work and services satisfactorily performed in conformity with the express terms of the Agreement. UNHCR shall not be liable for any expenditure or obligations made in advance or in excess of actual instalment payments, unless these were expressly authorised by UNHCR.
- 5.07.4 Should the Agency be adjudged bankrupt, or be liquidated or become insolvent, or should the Agency make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Agency, UNHCR may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Agreement forthwith. The Agency shall immediately inform UNHCR of the occurrence of any of the above events.

Standards of Conduct Ensuring Protection from Sexual Exploitation and Abuse

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 Projects/Sub-Projects funded by UNHCR, constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally³. Mistaken belief in the age of a child is not a defence.
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 Projects/Sub-Projects 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 Projects/Sub-Projects develop concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established reporting mechanisms.
6. Personnel of Agencies, both non-governmental and governmental, working on UNHCR-funded Projects and Sub-Projects 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 summary dismissal.

In entering into cooperative arrangements with UNHCR, Agencies and Governments undertake to inform their personnel of the six core principles listed above and work to ensure adherence to them. By signing the Agreement with UNHCR, the Parties to the Agreement undertake to abide by and promote these principles. The failure of partner agencies to take preventative measures to prevent abuse, investigate

³ Executive Heads of Agencies (Governmental or NGO) 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.

allegations of abuse and to take disciplinary actions when sexual exploitation or sexual abuse is found to have occurred, will constitute grounds for termination of the Agreement with UNHCR.

QiP Tracking Sheet

This form must be harmonised with the QiP project proposal sheet

QiP No.	
QiP Title	
QiP Total Budget	
Location Name/Administrative entity (region, district, chiefdom, etc.) and GPS coordinates	
Justification/Main need	
Objectives and Expected Outputs	
FMIS Sector (water, sanitation, etc.)	
Implementing Partner Name, Location and Contact information including name of project manager	
Date and form of Community Consultation	
Names and contacts of Community Representatives	
Community Contribution	
Date of Signature of Sub-agreement	
Duration	
Proposed Starting date	
Proposed Completion Date	
Estimated life-expectancy of project outputs (e.g. expected sustainability of infrastructure or service)	
Estimated Number of Beneficiaries	
Estimated Cost per Head	
Expected Number of on-site Monitoring Visits	
Dates of Monitoring visits	
Date of Project Completion Inspection	
Name of UNHCR Officer holding primary responsibility of project	

QiP Monitoring Form

UNHCR FIELD MONITORING REPORT			
Partner:			
QiPs No (reference):			
Project (title):			
Location (District/Municipality/Village):			
Budget (USD or Local Currency):			
Implementation - Time Frame:			
Beneficiary Community (No., Groups and names of main representatives):			
Brief Description of Objectives and outputs:			
Specific Project Activities:			
Indicators:			
Status of QiP:			
Constraints:			
Actions taken:			
General Comments:			
1 st Reporting Officer:	Name	Signature	Date
Comments:			
2 nd HFO/HSO : Viewed/Monitoring visit	Name	Signature	Date
Comments:			
3 rd BO : Viewed	Name	Signature	Date
Comments:			

QiP Completion Form

Partner:			
QiP Title:			
QiP Number:			
Sector:			
Agriculture	<input type="checkbox"/>	Livestock	<input type="checkbox"/>
Community Services	<input type="checkbox"/>	Public Infrastructure	<input type="checkbox"/>
Education	<input type="checkbox"/>	Sanitation	<input type="checkbox"/>
Forestry	<input type="checkbox"/>	Transport	<input type="checkbox"/>
Health	<input type="checkbox"/>	Water	<input type="checkbox"/>
Income-Generation	<input type="checkbox"/>		
Location (District/Municipality/Village):			
Implementing Partner:			
Date Project Started:		Date Project Completed:	
Outputs Achieved:			
Yes	<input type="checkbox"/>	Partially	<input type="checkbox"/>
		No	<input type="checkbox"/>
If PARTIALLY or NO, give reasons:			
Termination:			
On time	<input type="checkbox"/>	Early	<input type="checkbox"/>
		Late	<input type="checkbox"/>
If EARLY or LATE, give reasons:			
Cost Over-Run:			
		Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
If Yes, give reasons and amount:			
Recurrent Costs:			
Have arrangements been made to finance recurrent cost resulting from the project?			
		Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
Please explain:			

Technical Performance: construction and equipment performed according to design criteria; environmental considerations :			
Utilisation by beneficiaries: degree of uptake of the service; satisfaction with performance and quality:			
Community obligations: community committee functioning as indented; collection of materials/funds for implementation; arrangements in place for operation and maintenance:			
Cooperating agency obligations: provision of resources (funds, staff, materials and equipment) in accordance with handover agreement:			
Other Comments: lessons learned; overall impact:			
UNHCR Officer:			
	Name	Signature	Date

Labour Market and Employment Prospects

In order to identify employment demand, labour and business market opportunities at the community/local level and the requirements of these opportunities, the following information is required.

	Key Questions	Notes
(i)	What is the impact of the crisis in terms of job-seekers?	
(ii)	What are the most promising areas of employment (formal and informal sectors)?	
(iii)	Which occupations are in demand in the local market?	
(iv)	What are the demands for temporary occupations in the short- and medium-term?	
(v)	What qualifications/training must the candidates have to benefit from the above opportunities?	
(vi)	Which job-seekers potentially could be absorbed by the local market (preliminary estimation)?	
(vii)	What is linkage between labour market, employers and VET programmes?	
(viii)	What are the characteristics and significance of migrant labour in the labour market?	