

DOCUMENT CONTROL

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Implementing Partnership Management Guidance Note No. XX

How to Guide on Standard Format Bipartite Project Partnership Agreement

(non-governmental and other not-for-profit Partner)

May 2015

Subject:	Project Partnership Agreements
Reference Documents	<ul style="list-style-type: none"> – Chapter 4 of the UNHCR Manual – Enhanced UNHCR Framework for Implementing with Partners
Reference No.	UNHCR/FP/S2-2
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1. INTRODUCTION

This Guidance Note provides the specific provisions and requirements of the Standard Format Bipartite Project Partnership Agreement (non-governmental non-for-profit Partner) and guidance on how to complete the standard format for the Agreement.

UNHCR Offices are required to:

- Use the standard format when UNHCR is partnering with a non-governmental not-for-profit partner in undertaking programme-related Project/Activities.
- Use the standard format generated from the Management System Renewal Project (MSRP) and record in MSRP properly.
- Ensure that the signatory is duly authorized in accordance with the Delegation of Financial Authority Plan (DOAP).

This standard format provides an overall structure when UNHCR and a non-governmental and not-for-profit Partner enter into an Agreement for the purpose of undertaking programme-related activities. The revised standard format is based on extensive consultations within UNHCR and with Partners and other stakeholders.

Upon completion of the selection/retention of Partners for undertaking a Project Partnership Agreement (PPA), UNHCR Offices enter into detailed negotiations with the selected Partner to fully define the Project. The PPA is used to conclude and confirm the agreed understanding of the negotiations, including formation of strategies and objectives of the Project, the expected outcomes, performance indicators, budget and duration.

The standard format stipulates the terms, responsibilities and obligations of all involved parties. When signed, the document is a legally binding Agreement entered into by UNHCR and the Partner. A signed PPA is the authorized instrument for UNHCR to transfer financial resources to a Partner for undertaking programme-related activities (referred to by UNHCR and in this document as a Project). UNHCR Offices are reminded to only create agreements through MSRP, not offline, and to ensure the correct recording of all agreements in MSRP and agreed-to budget provisions.

The standard format has been made available for use in MSRP. It became effective as of 01 April 2014 and replaces all previously used formats for UNHCR partnerships with non-governmental and not-for-profit entities. Only the official versions in English, French and Spanish will be available in MSRP and are the only versions of the standard format that are legal and binding. Unofficial versions of the standard format in different languages can be provided to assist the Partner in general comprehension of the document.

UNHCR Offices are not permitted to amend or remove any aspect of the general articles of the standard format. This includes entering into PPAs with Partners where there exists a Memorandum of Understanding (MoU) signed at Headquarters level that sets global collaboration. The only alternate format that has been approved by UNHCR Headquarters is the Red Cross/Red Crescent standard format available in MSRP. Any Office that wishes to alter any provision of the standard format or use a different format must contact the Implementing Partnership Management Service (IPMS) for the UNHCR Controller's approval.

The Project must be formulated in line with the Operations Plan's overall established priorities and should link the goal(s), objectives, and outputs with corresponding resource requirements. UNHCR can only establish PPAs within the Operating Level Budget (OL) of a particular Country Plan. In other words, the Operation needs to have enough spending authority and funds available to cover the requirements of the PPA. In order to enable the transfer of funds to a non-governmental and non-for-profit entity as a partner, a Project Budget (Annex B) must be created in Focus, and an Agreement in MSRP.

¹ In urgent and emergency situations, a Letter of Mutual Intent (LOMI) can be used as a temporary arrangement to transfer funds to a partner and initiate a Project prior to the finalization of the standard PPA.

UNHCR Offices and Operational Divisions at Headquarters are delegated with authority to sign PPAs for the implementation of Projects. The duly authorized persons for signature and preparation of the Agreement in accordance with the Delegation of Financial Authority Plan (DOAP) are responsible for the preparation and signing of the PPA.

For further queries and support, the IPMS may be contacted at epartner@unhcr.org.

2. HOW TO COMPLETE THE AGREEMENT FORMAT

UNHCR Agreement Symbol	<p>Example: “UNHCR/PAK01/2013/PAK/Pillar 1/0003758/ Amendment No: 000”</p> <p>The Agreement Symbol is for tracking the agreements and its related transactions. This symbol is generated from MSRP², based on the UNHCR budget structure and is unique for each Agreement. When an amendment is made for the PPA, MSRP assigns a number which becomes an essential part of the Agreement symbol.</p> <p>The Agreement Symbol must appear on all documents related to the Project, including financial records such as vouchers, progress and financial reports, correspondence, etc.</p>
Name of Partner	<p>(Full name of the Partner)</p> <p>The name of the Partner is the full legal name as it appears in UNHCR registration documents, followed by its acronym.</p> <p>The Partner organization named on the Agreement must be the entity receiving UNHCR resources to undertake and implement the UNHCR-funded Project and will be ultimately responsible for implementation regardless of any other jointly agreed implementation modalities such as assignment, sub-contracting etc.</p>
Partner Logo or Stamp	<p>The Partner’s Logo or stamp cannot be generated from the MSRP yet. If Partners wish to have the logo affixed to the PPA, they can either stamp it or insert their logo.</p>

² The Management System Renewal Project (MSRP) is a web-based PeopleSoft Enterprise Resource Planning system used by UNHCR for its budgeting and accounting, along with other modules (such as human resource and payroll, treasury).

Preamble

The Preamble sets forth the spirit of the Agreement and common principles of the partnership. It puts the Agreement into context.

The main elements of the Preamble restate the principles embodied in the Statute of the Office to emphasize the nature of UNHCR's participation in the Project. The Preamble states the concept of partnership, mutual cooperation and consultation between the Parties to the Agreement, and the scope and implementation modalities of the Project. The collective and individual responsibilities regarding Project implementation are also stated.

Article 1 – Definitions

This Article refers to the official definitions of the terms identified by capitalized letters throughout the Agreement to facilitate common understanding. Definitions are provided in Appendix 1, Definitions.

Article 2 – Nature and Extent of Co-operation

This Article defines the Project, the nature of partnership, contributions, roles, responsibilities and commitments of each Party. The Article clearly states that the Agreement supersedes any previous discussions, understandings, or negotiations and that it represents the full scope of the legal agreement between the Parties.

The Agreement defines and details the two sets of provisions:

- Section 1-Project Specific Provisions (specific/unique to a particular Project), and
- Section 2- General Provisions (common for all Agreements)

SECTION 1: PROJECT SPECIFIC PROVISIONS

Article 3 - Duration of this Agreement

Effective date of Agreement (3.1)

Article 3.1 establishes when the Agreement legally comes into force, which is the date of the Agreement signature. The signing of the Agreement should precede the start of activities (e.g. an Agreement with one year duration starting in January should be signed in December of the year preceding the year of Project implementation).

Exceptionally, if agreed and confirmed in Article 3.2, the implementation of the Project may be earlier than the signature date. In this case, the Agreement comes into force from the date specified in Article 3.2 as the effective start date of implementation.

	<p>If the PPA comes to supersede an already signed Letter of Mutual Intent (LOMI), the effective date of the agreement will be the effective date of the related LOMI.</p>
Project Implementation Period (3.2)	<p>Article 3.2 deals with the start and completion dates of Project activities agreed by both parties.</p> <p><u>Effective start date of implementation</u> - Project activities should start after the Agreement is signed unless exceptionally justified and agreed by parties. Example: 1 January 2015</p> <p><u>Completion date of implementation</u> - Project Activities should end at the completion date of the Agreement which is not later than 31 December of the Budget Year according to the financial and programme period for UNHCR. Example: 31 December 2015</p>
Project Liquidation Period (3.4)	<p>The Project Liquidation³ Period is the time during which the Partner may settle commitments⁴ that were entered into during the Project Implementation Period. New commitments during the Project liquidation period are not permitted and if any, would not be considered Eligible Costs.</p> <p>The Project liquidation period is one month following the completion date of implementation and cannot be later than 31 January of the year following the implementation year. Example: 01 January to 31 January 2016</p>
Exceptional Extensions of Project Liquidation/ Implementation Periods (3.3 & 3.5)	<p>The UNHCR budget period ends on 31 December. Therefore, no expenditure/commitment can be made beyond this date.</p> <p>Any further commitment of funds or implementation of Project</p>

³ Liquidation of commitments - the act/process of settling the obligations/commitments undertaken earlier by payment of due amounts as per issued invoices from suppliers/vendors. Once the payments are made (outflow of money from the bank/cash accounts), the costs are expensed/paid out.

⁴ Commitment - an undertaking to commit expenditure at a future date. For example, concluding a contract for which the payment will be made at a later date, or signing a purchase order for delivery of goods for which the payment will be made upon receipt of the goods at a later date.

	<p>activities beyond this date requires the written authorization from the UNHCR Controller, and budget provisions must be made.</p> <p>In exceptional circumstances a <u>no-cost</u> extension of the Project implementation period and/or liquidation period beyond the dates specified in Article 3.2 and 3.4 could be authorized by the Controller. If such extension is granted, it should be recorded in a PPA Amendment before the end of the PPA implementation period (not later than 31 December).</p> <p>The requests for extension of the Project Implementation Period and/or Liquidation Period should be put forward by UNHCR Offices to the Controller through respective Bureaux well in advance during the last quarter of the Project Implementation Period. The deadline for such requests is usually specified in the UNHCR year-end accounts closure internal instructions.</p> <p>Once the extension of the Project Implementation and/or Liquidation Period is authorized, the requesting UNHCR Office will be informed by IPMS about the approved extension dates, including the date the final reports and Project audit reports are due.</p>
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Article 4 – Project Identification

Project Title (4.1)	<p><i>Example: “Vaccination for Afghan refugees in Islamabad, Pakistan, 2015”</i></p> <p>The Project title is a short descriptive title that reflects the specific nature of the Project. It is composed of the Project’s purpose, the intended Population Group, and the place (site, region, country, etc.) of implementation. A Project is a time-bound activity(ies) with the aim of delivering expected results within the allocated resources.</p>
Agreement Symbol (4.2)	As described above.
Basic Project Data (4.4)	<p>Project Data are based on the UNHCR Resource Allocation structure, as set in Focus/MSRP and are specific to the Project. These are entered on the MSRP Agreement page by the party preparing the Agreement:</p> <ol style="list-style-type: none"> a. Budget Year b. Situation (s) c. Operation d. Population Planning Group (s)

	<p>e. Goal (s) f. Cost Centre (s) g. Partner Code</p>
<p>Article 5 – Project Reporting</p>	
<p>Standard Project Reports (5.1 – 5.5)</p>	<p>The standard periodic Project reports to be provided by the Partner are listed in the Article 5.1. The frequency of submission of the standard reports should be adjusted for the needs of the Project and the history of the partnership arrangement. UNHCR Offices, in consultation with Partner, may decide on the frequency of reporting and types of reports required for a given Project. However, the minimum mandatory reporting⁵ for all Projects should include:</p> <ul style="list-style-type: none"> - 30 June – Project Performance Report, Project Financial Report, Goods and Property Report (if applicable) and Partner Personnel Report (all due by 15 July of the Budget Year) - 30 November – Project Financial Report (due by 10 December) - 31 December – Final Project Performance Report, Final Project Financial Report, Final Goods and Property Report (if applicable) and Final Partner Personnel Report (all due by 15 February of the calendar year following the Budget Year) <p>The Goods and Property Report is only required when the Partner has been provided with UNHCR Goods and Property for purposes of Project implementation and/or the Partner has been provided with funds to purchase Project Goods and Property.</p> <p>While the deadlines for the submission of Project Reports cannot be modified in the PPA generated from MSRP, UNHCR Offices on a case-by-case basis may, at the request of the Partner, allow a few days' delay (e.g. an additional five days) in report due dates when such delay is because of the complexity of the Partner's financial report generation at the organization level.</p> <p>If a Partner is not able to produce the Project Financial Report in the timeframe required (by 10 December of the budget year) due to its internal accounting systems, it should produce a financial report by the latest reporting date possible, and include commitments for the month for which it does not have final expense figures.</p>

⁵ Optional standard periodic reports are marked with underscore (_) under the 'Report Type' column of the table under Article 5.1.

Other Reports (5.6)	Any additional reports (with due dates) that UNHCR may require from the Partner should be listed as agreed with the Partner. Those additional reports may be required to supplement the standard reports (e.g. food distribution or health reports) or may relate to a specific requirement of a Project or earmarking.
Request for additional information and acceptance of reports (5.7)	<p>Sometimes the Partner might be requested by UNHCR to provide additional information, support documentation for clarification and assurance purposes (e.g. bank statement, etc.). Provision of such information is not a periodic reporting but is rather to support the report verification process.</p> <p>UNHCR shall ensure that Partners receive timely feedback on their reports within seven to ten days, indicating whether it accepts the reports or requests additional information.</p>

Article 6 - Resource Requirements and Financial Arrangements

Contributing parties (6.1 - 6.3)	<p>The total amounts allocated by UNHCR towards the Project shall match the total budget amount as set in the Project Budget (Annex B).</p> <p>Article 6.3 also allows the Partner to reflect the expected contributions from the Partner (financial or in-kind) as well as possible contributions from other parties. If another party not a signatory to the PPA is expected to contribute to the Project, the name/title of the party and the amount/value (specified currency) of its participation are entered here. Only firmly committed contributions from other parties are to be included.</p> <p>While Partners are not required to make monetary or in-kind contributions to the Project in order to receive Project Headquarters Support Costs from UNHCR (see separate "Guidance Note No. 3, UNHCR's Contribution towards Project Headquarters Support Costs"), Partners are expected to be transparent about such contributions to the Project, and expected contributions should be reflected in the PPA. If additional contributions to the Project are confirmed during the Project implementation, or there are changes regarding partner's contribution, the Partner must inform UNHCR about such in its periodic reporting.</p> <p>Reporting on co-financing (from the Partner or from third parties) is to be reflected in the Project Performance Report (section 4-Related Inputs and Projects/Other Parties), but not in the Project Financial</p>
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	Report.
Periodicity of UNHCR Instalment Transfers (6.4 – 6.8)	<p>The indicative cash requirements and periodicity of the instalments transferred to the Partner is provided in Article 6.5, based on the Project Work Plan/Instalment Plan (Annex C). The Instalment Plan is to be formulated and programmed according to the Project Work Plan in consultation with the Partner.</p> <p>UNHCR shall transfer the first instalment within ten (10) days of signature of this Agreement by the two Parties. Payment of subsequent instalment(s) shall be subject to UNHCR approval of the financial report submitted by the Partner as well as the Partner's Work Plan for the next months, the Project's liquidity at the time (available cash on hand should be equal to one month's activity) and the availability of funds. The payments should be made in the same currency of the Project Budget (Annex B) and recorded properly in MSRP accordingly.</p> <p>The instalment schedule reflected in Article 6.5 is indicative, reflecting Project needs at the time of signing. Project implementation can lead to changes in the cash requirements, necessitating revisions in the actual instalment schedule. However, such changes will not require amendment of the PPA. The "Guidance Note on the Management of Instalments" provides further details on how to plan and manage instalments to Partners under the PPA.</p>
Interest bearing bank account (6.9)	<p>Article 6.9 refers to the Partner's bank account into which UNHCR will remit funds. The bank's name and full mailing address as well as the bank account title and number must be recorded. The name of the bank account holder should be the same as Partner's name in the PPA.</p> <p>When the Project Budget is in two currencies, select the appropriate box to be able to enter the details of the two accounts.</p> <p>Indicate what type of bank account the Partner will be using by selecting the appropriate box.</p> <p>Preferably, UNHCR funds should be deposited into a separate interest-bearing bank account. If, for legal, administrative or economic reasons, the use of a pooled account is warranted, the approval for the use of pooled accounts should be submitted to the IPMS to be authorized by the Controller before signing the</p>

	<p>Agreement. The authorized use of a pooled account is reaffirmed in each PPA with the Partner. The procedure for requesting authorization to operate pooled accounts is detailed in the “Guidance Note for on Use of Pooled Bank Accounts Operated by Partners” (forthcoming).</p> <p>If for legal, administrative or economic reasons the use of an interest bearing account is not feasible, the Partner can be allowed to operate a non-interest bearing account, with authorization for such given by the UNHCR country office (a Note for the File is to be placed in the Project File).</p>
<p>Project Budget and Budgetary Transfer level (6.10 – 6.11)</p>	<p>UNHCR will not be responsible for any financial commitment or expenditure made by the Partner that exceeds the budget for the Project. Allocation of resources must be made within the UNHCR financial period and is subject to funding availability. Before committing to pay the Contribution to the Partner, offices are required to ensure that the allocation of the budget and resources for the Project is within the approved Operating Level (OL), and that funds and cash are available as per the instalment schedule to implement agreed Project activities in a timely manner.</p> <p>Article 6.11 on the budgetary transfer level allows the Partner some flexibility in making minor revisions to the Budget, within the limits stated. This Article must be fully understood and applied to avoid possible abuses or over-expenditure. <i>(further explanation is being prepared)</i></p>
<p>1. Partner Project Headquarters Costs (6.12-6.14)</p>	<p>Project Headquarters Support Costs are provided to international Partners that implement UNHCR-funded Projects in countries other than where their headquarters are located, towards bearing the additional necessary costs at their headquarters for overseeing and administration of UNHCR-funded field Projects under the PPA.</p> <p>To be a recipient of UNHCR’s contribution towards its Headquarters Support Costs, a Partner must meet the following requirements:</p> <ul style="list-style-type: none"> • Enter into a PPA and comply with its terms and provisions; • Be an International Partner, including an International Non-governmental Organization, a United Nations system organization, an Intergovernmental or other International

	<p>Not-for-Profit Partner, that is implementing Projects in a country other than where its headquarters are located; and,</p> <ul style="list-style-type: none"> • Commit to use the resources for humanitarian purposes to achieve the overall goals of the PPA. <p>A resource contribution by a Partner to the Project is no longer a pre-condition for receiving Project Headquarters Support Costs from UNHCR (NB: This is a change from the previous policy condition).</p> <p>Project Headquarters Support Costs should be budgeted and disbursed in the same currency as the Project Budget. UNHCR must disburse the lump sum allocation for the Project Headquarters Support Costs proportionate to each instalment. It is not required to have detailed verification of the expenditure under the allocation for Project Headquarters Support Costs, however auditors may opt to conduct random checks to obtain assurance at a detailed level that such funds are spent for the intended purpose.</p> <p>The detailed methodology of the Project Headquarters Costs calculation is provided in “Guidance Note No. 3, UNHCR’s Contribution towards Project Headquarters Support Costs”.</p>
<p>Application of Exchange Rate (6.15)</p>	<p>The currency of expenditure is the currency of funds transferred by UNHCR and the currency of the Project Budget. Under exceptional circumstances when the Partner has to incur expenses in a different currency, the actual rate of exchange for the transaction applies. When reporting expenses in a currency other than currency of the Project Budget in PFR, the Partner should provide all the supporting documentation (receipt from bank/exchange teller detailing the exchange rate applied for a transaction).</p>
<p>Procurement from Commercial Suppliers (7.1)</p>	<p>UNHCR is required by its donors and oversight bodies to demonstrate that procurement through Partners has added value and poses no risks to the operation for the provision of assistance to refugees and persons of concern. Previously, approval by the Committee on Contracts was required to designate Partners to carry out procurement. This is now replaced by the recommendation to designate procurement to a Partner by the multifunctional Implementing Partnership Management Committee and approval of the Head of the Office.</p> <p>When a Project has a procurement task designated to a Partner, UNHCR Offices must ensure that the requirement for procurement</p>

specifications is included in the Call for Expression of Interest. In such situations, the assessment of the procurement capacity of the Partner forms an essential component of the Partner selection criteria for Project implementation.

For procurement of US\$100,000 or more, Partners are required to have 'Pre-Qualified for Procurement' (PQP) status. The UNHCR Procurement Management and Contracting Service (PMCS) will determine which agencies will be given PQP status according to the "**Guidance Note No. 4, Procurement by Partners with UNHCR Funds**". PQP status will be granted for five (5) years.

For PPAs involving the designated procurement of goods and services, the appropriate box is to be selected to confirm that Partner has PQP status or will be procuring in adherence to the UNHCR policy and procedures set out in **Guidance Note No. 4**.

There will be a two (2) year grace period starting from 2015 for the Partners to acquire the PQP status from the UNHCR PMCS. International NGO Partners shall request PQP status at their headquarters level for the organization overall and not at country level.

Article 8 - Articles Specific to Specialized Project Activities

When preparing the PPA in MSRP, UNHCR offices should select only those specialized activities that are part of the Project. Only those activities will appear in the PPA document.

When selecting particular Specialized Project Activities, UNHCR Offices should ensure needed consistency throughout the Agreement-in the Project Description (choice of relevant outputs and performance indicators) and in the Project Budget. For example, if the "Public Health and Nutrition" activity is selected in the PPA, the Project description should have outputs and indicators for Public Health (as provided in the UNHCR Results Based Management Framework) and the budget should have provisions for such activities. UNHCR technical experts are to be consulted for the selection of appropriate outputs/indicators and adherence to the relevant policies.

The provisions for each Specialized Project Activity will detail the Partner's obligations vis-à-vis activities in the particular specialized area, providing reference to the existing UNHCR strategies, policies, operational and other guidance for that particular area of specialization. Short Operational Guidance on each of the Specialized Project Activities mentioned in Article 8 is provided in the Annexure of this document with reference to existing polices and guidance.

SECTION 2: GENERAL PROVISIONS

(Provisions provided in this section are common to all PPAs issued by UNHCR. No changes can be made to those provisions)

Article 9 – Participation of Population of Concern

This article requires, to the extent possible, that full consultations with, and mobilization of, the persons of concern will provide planning data for appropriate, timely and cost-effective assistance. It is important and absolutely essential to engage the refugees and persons of concern in the planning stage of the activities, before concluding Agreements, during the Project implementation and subsequent reviews. This engagement should be in compliance with UNHCR's policies and guidelines in the Age, Gender and Diversity Policy, and participatory assessments. The Project Description should document the intended impact on the Population of Concern and negative impact should be avoided on the Population of Concern, the Project and the environment.

Articles 10 and 11– Participation and Obligations of UNHCR and of Partner

Articles 10 and 11 reinforce the mutual cooperation between the Parties, emphasizing the support UNHCR will provide to assist in the implementation of the Project, the Partner's commitment to the Project objectives and desired results, respect and adherence to UNHCR's mandate, policies and guidelines, and responsibility to avoid/resolve possible conflicts of interest.

UNHCR Obligations	Partner Obligations
➤ Articulate UNHCR strategy (Global Strategic Priorities-GSPs) and ensure the joint development of country plans	➤ Support UNHCR mandate, strategy (GSPs) and country plans
➤ Engaging Partners in joint drafting of the Project	➤ Effectively participate in joint drafting of the Project
➤ Timely negotiations, concluding and signing of Agreements	➤ Timely negotiations, concluding and signing Agreements
➤ Compliance with terms and provisions of Agreements including: <ol style="list-style-type: none"> 1. Timely release of resources/instalments 2. Timely consultations and effective coordination 3. Support throughout the implementation 4. Timely review of reports and feedback to the Partner 5. Joint review and feedback 	➤ Compliance with terms and provisions of Agreements including: <ol style="list-style-type: none"> 1. Implementation of the Project and delivery of the expected results with competency and in a timely manner 2. Transparency on Partner/other donor contributions 3. Use of the resources efficiently and solely for the intended purposes 4. Timely consultations

6. Dignified verification and monitoring	5. Timely and accurate reporting
7. Transparency on resources available	6. Participation in joint reviews and feedback
8. Ethics and conduct	7. Undertaking changes and required improvements as required/requested by UNHCR/auditors, etc.
	8. Ethics and conduct

Monitoring (11.4)	<p>The Partner commits to establish and maintain a robust system for monitoring Project implementation progress against the defined objectives and outputs detailed in the Project Description, Work Plan and Budget.</p> <p>For further information please refer to the “Guidance Note on PPA Monitoring and Control (forthcoming soon)”.</p>
Use of Resources (11.5 – 11.10)	<p>UNHCR funds should be used only for the purposes intended, as specified in the Project Description and Budget attached to the Agreement.</p> <p>The Partner also commits not to use the resources received under the PPA to provide support to terrorists or individuals associated with terrorism.</p>

Article 12 – General Responsibilities of the Parties

Joint monitoring and review (12.1)	<p>Monitoring of the Project is the responsibility of all parties and should be done regularly. Formal joint monitoring by UNHCR and the Partner must be held at least twice a year at mid-year and at the end of the Project. Results of the joint monitoring reviews must be documented and kept in the Project Files of UNHCR and Partners, along with Annual Feedback forms (“Partner to UNHCR” and “UNHCR to Partner”) that are required to be completed at the end of each Project (ref. “Guidance Note on Joint Monitoring and Partner Feedback” forthcoming soon). For Projects that are of shorter duration, at least one joint monitoring and review should be planned by UNHCR and the Partner.</p>
Communication to other parties (12.2)	<p>The Article reinforces that the Partner is a legal entity separate from the UN, UNHCR and any other subsidiary bodies of the United Nations, and this should be reflected in all the communications that Parties have with the general public, governments and other entities.</p>

<p>Transfer of Monies due to UNHCR from Partner (12.3 – 12.9)</p>	<p>These Articles restrict the use of any miscellaneous revenue (includes, inter alia, foreign exchange gain, proceeds or receivables from the sale of, or insurance claims related to, any item provided by the Project) received by the Partner to meet unforeseen Project expenses. Any miscellaneous revenue should be transferred to UNHCR unless authorized otherwise.</p> <p>Unspent balances and revenues should be refunded at the time of submitting the Final Project Financial Report or not later than 14 days after UNHCR accepts the Final Project Financial Report. This does not assume any additional written requests from UNHCR to the Partner and should be done automatically.</p> <p>Where UNHCR has overpaid or where the Partner is found to have committed irregularities, fraud or misappropriation of UNHCR funds, or when reported expenses are found as ineligible costs in UNHCR's opinion, UNHCR shall request the return by the Partner of such funds.</p> <p>If the Partner disagrees with the UNHCR Office's opinion to regard certain expenses as ineligible, it can bring its dissatisfaction/justification to the attention of Resource Management at the respective Bureau at UNHCR Headquarters, copying the epartner@unhcr.org mailbox.</p>
<p>Maintenance of Project Records (12.10)</p>	<p>Article 10.19 lists those essential Project records that are to be kept for at least six (6) years following the completion of the Project. The Partner is responsible for informing UNHCR as to the location where the original financial records/invoices/receipts of the Project are, or will be, maintained. UNHCR's periodic monitoring and verification visits will take place where Project activities are carried out, usually in the field and often, also, where the Partner maintains its Project records. The Project audit will take place where the Partner maintains the financial records of the Project.</p> <p>The Partner should not release any financial records (invoices/receipts) to a third party. Any exceptions to this must be authorized by the UNHCR Controller.</p>
<p>Goods and Property (12.11 – 12.17)</p>	<p>Goods and Property shall be defined as any tangible or intangible items under the custody of the Partner in order to support the implementation of the Project and consist of:</p> <p>A. <u>UNHCR Goods and Property</u> – items provided in-kind by</p>

UNHCR to the Partner; or
 B. Project Goods and Property – items acquired by the Partner with UNHCR funds provided pursuant to the PPA.

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

- Property, Plant and Equipment (e.g. vehicles, structures, buildings, etc. with value above US\$10,000);
- Serially-Tracked Items (e.g. desktop computers, network printers, satellite transmitters with value less than USD\$10,000);
- Inventories (e.g. tents, blankets, kitchen sets, etc.) for distribution to the Population of Concern; or
- Intangible Assets (e.g. software, licenses and rights, copyrights, etc.)

The ‘Goods and Property Report’ should reflect what Goods and Property the Partner has been given or has acquired with UNHCR funds. The Goods and Property report template (part of Annex D to the PPA) provides further Guidance on the reporting requirements for Goods and Property.

The “Agreement for the Receipt and the Right of Use of Goods and Property” must be signed by the Partner when Goods and Property are provided in-kind by UNHCR. The value of the Goods and Property provided in-kind will not be included in the Project Budget. The Project Goods and Property will not be included in the “Agreement for the Receipt and the Right of Use of Goods and Property”. However, those need to be recorded and tracked by the Partner.

The Partner assumes full responsibility for custody, maintenance and any damage and loss, theft and third party liability in respect of Goods and Property. The cost of repair/replacement beyond what is provided in the Project Budget requires UNHCR’s written authorization.

The Partner should acquire the appropriate type and level of insurance coverage according to local conditions and practice. Adequate budgetary provisions should be made for such insurance, as agreed. UNHCR is to be informed about any possible compensation received from any claim against any insurance policy funded by UNHCR, and the amount received should be treated as miscellaneous revenue received by the Partner.

	<p>It should be noted that vehicles provided in-kind by UNHCR as part of UNHCR Goods and Property are part of UNHCR Global Fleet Management (GFM). The vehicles are rented by the UNHCR Country Office from GFM and handed over to the Partner under the 'Right of Use Agreement'. All UNHCR vehicles will have UNHCR GFM Vehicle Insurance. UNHCR GFM Vehicle Insurance comprises the UNHCR Self-Insurance Fund that provides coverage against loss or damage to UNHCR for vehicles, and Worldwide Third Party Excess Liability which provides third party liability coverage for UNHCR vehicles on a worldwide basis.. UNHCR Country offices are required to obtain a local Third Party Liability insurance in order to meet the minimum legal requirements of the host country... UNHCR Offices should make necessary provisions in the Project Budgets to reflect vehicle rental and insurance charges against the Project.</p> <p>The Partner is to establish and maintain records to allow tracking of <u>all</u> Goods and Property. Any disposal of Goods and Property is to be approved by UNHCR first.</p> <p>It is important and required for UNHCR and the Partner to conduct physical verification of property and facilities, and the provision of a periodic Goods and Property Report by the Partner is mandatory as detailed in Article 5.1.</p> <p>If ownership of UNHCR Goods and Property is to be transferred to the Partner, then a separate handover Agreement "Agreement on the Transfer of Ownership of Goods and Property" is to be concluded.</p>
<p>Inspection, Monitoring and Audit (12.18 – 12.21)</p>	<p>Articles 12.18 – 12.21 are statutory requirements for all Agreements since they provide the basis on which UN auditors may conduct operational and financial audits of the Project. Audit is a requirement under the UNHCR Financial Rules. Audit certificates and the accompanying management letters are to be submitted within three months of the final date for liquidation of commitments. The "Guidance Note Risk-based Audit of UNHCR-Funded Projects" will provide further details on Project audits (forthcoming soon).</p>
<p>Investigation and Ethical Considerations (12.22 – 12.28)</p>	<p>Articles 12.22 – 12.28 highlight the Parties' commitment to demonstrate high ethical and professional standards in their work, putting in place efficient and cost-effective management practices and transparent reporting and communications. All reasonable measures should be put in place to prevent exploitation and abuse of refugees and other persons of concern by Partner personnel, or engaging in any</p>

	<p>form of behavior that could amount to misconduct.</p> <p>Partners are required to put in place minimum standards and procedures in relation to managing misconduct so that in cases of alleged abuse or possible misconduct a proper investigation is undertaken and results reported to UNHCR. A “Guidance Note on Standards of Management of Misconduct by Partners” is in the process of development and will be referenced in the PPA in due course.</p> <p>The Partner can raise any instances of possible fraud or misconduct by UNHCR staff directly with the Inspector General’s Office (IGO) at UNHCR Headquarters. This Office has a mandate to act as an independent internal body to conduct inspections and undertake investigations and ad hoc inquiries on possible misconduct of UNHCR staff.⁶</p>
<p>Partner Personnel (12.29 – 12.40)</p>	<p>Partner Personnel Contracts: <i>Articles 12.29 – 12.31</i> define Partner Personnel, highlighting that Partner Personnel have no contractual link to UNHCR and are employees of the Partner. Written employment agreements between Partners and Partner personnel must be in compliance with applicable national regulations and legislation.</p> <p>Partner Personnel Costs: <i>Articles 10.41 & 10.47</i> emphasize that the Partner shall meet all the costs for employing Partner Personnel, including salaries/wages and other entitlements (such as overtime, social security, taxes, allowances, termination costs, etc.) based on applicable regulations and relevant legislations.</p> <p><i>UNHCR offices, in close collaboration with its Partners, will establish a scale of periodic flat rates (‘pro forma costs’) for UNHCR contributions towards Partner’s National Personnel Costs, based on local market research that includes the practices of other humanitarian and UN agencies. The scale of flat rates will be subject to periodic review and update (i.e., a new survey must be conducted at least once every 5 years and a desk review must be undertaken at least once every 2</i></p>

⁶ The IGO can receive reports in a confidential manner in the following ways:
 (i) Email: inspector@unhcr.org
 (ii) UNHCR website: www.unhcr.org/php/complaints.php
 (iii) Telephone: +41 22 739 8844

years and more frequently if, in the determination of UNHCR, local circumstances warrant it).

UNHCR's contribution towards the Partner's International Personnel costs will be established as a lump sum. The contribution level of such will be determined by UNHCR with reference to the jointly (UNHCR-Partners) conducted local market research among humanitarian agencies in the country of Project implementation. The market research/survey will provide UNHCR with an indicative amount to guide its contribution level, whilst ensuring fairness and transparency. Such market research will be subject to periodic review and update (a new survey must be conducted at least every 5 years and a desk review must be undertaken at least every 2 years).

UNHCR shall not be liable for payment of remuneration and other entitlements and benefits or compensation accrued over the years of engagement of Partner Personnel in excess of UNHCR's contribution stipulated in the Project Budget. This is highlighted in *Article 12.38*.

The Partner should document UNHCR's and other donors' contributions towards Partner Personnel Costs for review and audit purposes. A Partner Personnel Report is to be submitted along with periodic Project Reports (*Article 12.40*).

Article 12.34: In accordance with labor laws of the country of operation, Partner Personnel must be insured against work-related accidents. The Project Budget should provide for the costs of such insurance.

Partner Personnel Expected Conduct:

Articles 12.36 – 12.37: Partner Personnel shall respect the confidentiality of all information pertaining to the Project, including individuals or groups of populations of concern. Partner Personnel should not take any instructions from any external authority regarding activities under this Project.

Partner Personnel Recruitment:

Article 12.39: The Partner is responsible for the recruitment of Partner Personnel in a professional and transparent way as needed and specified in the Project Description in consultation with UNHCR. The Partner should respect equal opportunity for all genders and oppose child labor and exploitation (*Article 12.33*).

Further detailed guidance on the provisions relating to the Partner

	<p>Personnel matters is provided in a separate “Guidance Note on Partner Personnel”.</p>
<p>Assignment to a third party- Non-commercial Entities (12.41 – 12.42)</p>	<p>The Partner cannot delegate in partial or in full implementation of the Project to a third party unless agreed in advance in writing by UNHCR and the Partner with properly documented justification. If such approval by UNHCR is agreed, such delegation should be stipulated in the Project Description (Annex A) under “Implementation Arrangements”.</p> <p>In the event such delegation is approved, the Partner shall be fully responsible for all work and services performed by the third party and for all acts and omissions committed by the third party. The Partner is required to provide financial reports and maintain the records for verification, and the ultimate responsibility remains with the Partner with whom UNHCR has signed the PPA. The approval of UNHCR of a third party shall not relieve the Partner of any of its obligations under this Agreement. The terms of any third-party arrangement shall be subject to, and conform to the provisions of this Agreement.</p> <p>If Agreement on such delegation is reached after signing the PPA, the Partner should capture this in Periodic Reporting and in any upcoming amendment of the PPA.</p>
<p>Article 13 – Other provisions</p>	
<p>No Party to Benefit (13.1)</p>	<p>Article 13.1 is aimed at ensuring transparency and integrity by all parties to the Agreement, guaranteeing that no party will gain direct or indirect benefit arising from the Agreement. “Benefits” can include, but are not limited to, direct financial rewards, improved employment, social positioning, public recognition, advocacy and publicity, business referrals, or political influence.</p> <p>Poor practices could be raised to the UNHCR Office or to the Inspector General’s Office (IGO). Further details are provided in the “Guidance note on Investigations and Ethical Considerations: Bipartite Project NGO Partner Agreement”.</p>
<p>Anti-Corruption and Anti-Fraud Practices (13.2 – 13.3)</p>	<p>The Parties should demonstrate zero tolerance for corrupt or fraudulent practices. The highest standard of integrity and accountability shall be adhered to in the use of Project resources. For reference, see “Strategic Framework for the Prevention of Fraud and Corruption,” UNHCR, July 2013.</p>

Compliance with Legislation (13.4)	The Partner is obliged to respect the laws of the country in which it is operating.
Taxation and Customs (13.5)	<p>Article 13.5 requires Partners to maximize possible tax exemptions available for charitable organizations and, if possible, get UNHCR's support to benefit from applicable international and national legal instruments for tax and custom duties.</p> <p>The Partner is required to file for tax exemption or reimbursement even if the amount is minor and the process lengthy and reimbursement is provided in the form of offset in income taxes for Partner personnel.</p>
Copyright, Patents and Other Proprietary Rights (13.6 – 13.10)	Articles 13.6 – 13.10 are a logical consequence of the contractual arrangements under the Agreement with UNHCR. One of its more obvious applications pertains to who keeps the proprietary right for studies, evaluations, reports etc. undertaken as part of a Project Partnership Agreement. The new Agreement allows some flexibility and proprietary rights can be determined on a case-by-case basis. In case of any questions epartner@unhcr.org should be contacted.
Confidentiality (13.11 – 13.16)	Articles 13.11 – 13.16 require Partners to respect the confidentiality of all Information (as defined in Appendix 1-Definitions) pertaining to this Project. Information can only be released to persons duly authorized by UNHCR or to third parties with prior authorization from UNHCR. UNHCR's Information is subject to privileges and Immunities accorded to UNHCR and as such it cannot be disclosed unless such immunity is expressly waived by UNHCR. Non-compliance with these clauses could have important and serious protection implications.
Personal Data Protection (13.17 – 13.25)	<p>Articles 13.17 – 13.25 require UNHCR's Partners to keep confidential all information of a biographic nature on the persons of concern. Personal Data collected by the Partner should be treated in compliance with UNHCR policies on data protection in line with international data protection rules and policies (the policy on data protection, and "Guidance Note on Data Protection", are being developed and will be referenced in the PPA in the due course). At the end of PPA with a partner or upon termination of the PPA, the Partner should return the personal data (in electronic and/or hard copies) to UNHCR.</p> <p>Such policies are subject to updating and change, owing to the rapid technological advances.</p>

<p>Visibility (13.26 – 13.30)</p>	<p>Where and if security permits, the Parties should provide visibility for the activities implemented under the Agreement in Project-related materials. In so doing, the Partner should adhere to the correct use of UNHCR’s name and logo, and use them only in connection with the Project or other agreed joint activities. Upon execution of this agreement and also upon request, the Parties can provide their official logotype.</p> <p>Upon execution of this agreement parties may provide each other with their official logos. Unless the Partner stipulates otherwise to UNHCR in writing, UNHCR may use the Partner’s name and logo in connection with the Project or other joint activities.</p> <p>Neither party is responsible for the contents of communication/material prepared by the other party. Either party may request a disclaimer to that effect.</p> <p>Article 13.30 – Where and when requested, the Partner may be required to provide visibility of UNHCR’s donors that are contributing to the Project. This will be discussed with the Partner in advance of signing the Agreement. The Partner may opt out of this requirement where it is considered a security threat to Partner Personnel and / or People of Concern, or if the Partner’s organizational policy does not allow. UNHCR will provide the relevant donor logos to the Partner.</p>
<p>Responsibility for Claims (13.31- 13.32)</p>	<p>Articles 13.31 – 13.32 are statutory requirements, excluding UNHCR from:</p> <ul style="list-style-type: none"> • any liability towards third parties, and • any liability towards Partner Personnel <p>arising out of the activities performed by the Partner under the Agreement. The Partner is solely responsible for administering all claims brought against it by the Partner Personnel or third parties.</p>
<p>Privileges and Immunities (13.33)</p>	<p>Article 13.33 safeguards the precedence of other legal instruments that relate to UNHCR's privileges and immunities. Such instruments comprise, inter alia:</p> <ul style="list-style-type: none"> (a) the 1946 Convention on the Privileges and Immunities of the United Nations; (b) any Accord de Siège, Exchange of Letters, Memorandum of Understanding or Cooperation Agreement with the host government which embodies the same provisions as the 1946 Convention; and

	<p>(c) any Basic Agreement, Protocol or Memorandum of Understanding which may govern UNHCR assistance programmes in the host country and in which the status of the UNHCR office and staff is stated.</p>
<p>Force Majeure and Other Changes in Condition (13.34 – 13.37)</p>	<p>Project Agreements are established according to the situation prevailing at the start of the Project. During the course of a Project, circumstances may evolve which significantly change the scope and magnitude of the Project. Articles 13.34 – 13.37 ensure that, in such circumstances, the Project is reviewed jointly and revised in accordance with the new situation.</p> <p>The "force majeure" clause could be invoked if the Partner is prevented from continuing implementation for reasons of security, "acts of war", invasion, etc.</p>
<p>Amicable Settlement and Arbitration (13.38 – 13.41)</p>	<p>The United Nations enjoys immunity from every form of national legal process. Any claim or controversy arising out of or relating to the interpretation and/or implementation of an Agreement, unless settled amicably, must be submitted to arbitration under the rules established by the United Nations Commission on International Trade Law (UNCITRAL), which are standard terms to be used by UNHCR in any arbitration procedures.</p>
<p>Termination (13.42 – 13.49)</p>	<p>Articles 13.42 – 13.49 safeguard UNHCR's and its donors' interests in cases where Partners fail to perform.</p> <p>Due notice is to be served as specified by parties initiating termination, and both parties should strive to ensure that there is no adverse impact on Persons of Concern. Both Parties may terminate the Agreement without cause at any time by giving 90 days advance written notice to the other Party.</p> <p>Termination shall relieve the High Commissioner from any further obligations under the Agreement or liability for compensation. The Partner shall return all unspent funds provided under the Agreement and the High Commissioner's property in its possession, if any.</p> <p>When termination of Agreement is unavoidable, every effort is to be made by both parties to avoid adverse impact on refugees/persons of concern. IPMS and relevant Bureau/Desks should be informed of any termination of the PPA.</p>

Article 14 – Amendments

The present Agreement, including its Annexes, may be modified or amended only by written Agreement between the Parties.

(In case an amendment to the Agreement is made, UNHCR Offices are required to create an Agreement amendment in MSRP) which should be signed and dated by both Parties.

UNHCR Offices should make well prepared plans to minimize the number of Agreement Amendments. The following changes during the Project implementation require issuance of an Agreement Amendment:

- Revision of Basic Project Data - *Scope of the Project changes (for example, if the PPG, goal, rights groups, objectives, sites or situations change);*
- Revision of Project Implementation Period-*change of the Project completion date or liquidation period;*
- Revision of Project Description - *significant increase/decrease in the numbers of beneficiaries; change in the agreed outputs, performance indicators;*
- Revision of Project Reporting-*change in the types and schedule of reports required;*
- Changes in the Project Budget Level and Parties Resource Contribution Project-*increase/decrease (above 15%) of budget lines within the agreed Project Agreement value or budgetary increase beyond the Project Partnership Agreement value*
- Changed level of Budgetary Transfers-*when the Partner is authorized to change the budgetary transfer level;*
- Addition of Specialized Project Activities-*when the Project's scope is expanded to include new specialized Project activities;*

When preparing an amendment to an Agreement, only those Annexes that reflect the change are required to be included in the Agreement Amendment set for signature (for example, if the reason for an Agreement amendment is the change in the Project Budget, the annexes to be included in the Agreement Amendment set for signature will include the revised Project Budget (Annex B) and Planned Results, Section 6 of the Project Description (Annex A)).

Further details on the preparation of Agreement Amendment will be provided in a separate Guidance note on **“How to prepare Agreement Amendment”**.

Article 15 – Contact Data

Partner (15.1)	The full name, title and address of the persons designated to manage this Agreement (not the person who has the designation to sign the
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	<p>Agreement, unless it happens to be the same person) should be provided along with the Partner’s full name, official registration requisites and usual contact details.</p> <p>UNHCR can be informed about changes in contact details (if any) through an exchange of letters; it does not require an amendment to the Agreement.</p>
UNHCR (15.2)	The full name, title and address of the person designated by UNHCR to manage this Agreement should be provided along with full contact details.

Article 16 – Appendices and Annexes

In the event that the terms contained in the Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail. List and attach any Annex(es) that both UNHCR and the Partner consider to be a component of the PPA. When sending the PPA to the Partner for signature, the PPA should include all the Annexes/Appendices listed in this Article (including any subject report templates/formats provided by UNHCR technical experts).

List of Appendices:

Appendix 1: Provides definitions of terms used in the Agreement

Appendix 2: Provides the expected standards for managing misconduct

List of Annexes:

Annex A: Project Description, including the Expected Results Logframe (as agreed)

Annex B: Project Budget

Annex C: Project Work Plan/ Instalment Plan

Annex D: Project Report Formats (Project Financial Report, Project Performance Report, Goods and Property Report)

Annex E: Partner Personnel List

(List and attach any additional annexes)

Article 17 – Language

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

If a translated version of the Agreement needs to be attached to the Agreement, select the box and the relevant article will appear.

Signatures

Completing this space ensures that the requisite numbers of originals are signed, normally two for Bipartite Agreements: one original for each Party.

If other signed originals are required (e.g. for the Ministry of Finance or the Attorney General), then extra originals should be signed. A photocopy of a final signed original is often sufficient for those who need a copy for reference or for their records.

In addition to the signature of an authorized officer for each Party, the individual's name and title, and the date and place indicating when and where each signatory signed, are entered. Both Parties are obliged to date the Agreement when signing. This is important as the accounting date recorded in the Payment voucher for the first instalment must be the date when the last of the parties signs the Agreement.

Offices are required to scan and upload the signed PPA into e-Safe, in accordance with IOM/013-FOM013/2013 (dated 11 February 2013), Instruction and guidelines for saving signed Project Agreements to Livelink (e-Safe).