

**GENERAL CONDITIONS OF CONTRACT**

FOR

**TRIPARTITE PROJECT PARTNERSHIP AGREEMENTS**

UNDER THE PROGRAMME OF THE

**UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

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## GENERAL CONDITIONS

*These General Conditions form part of the Project Partnership Agreement between UNHCR, the Partner and the Host Government. Information and data for items specific to the Project are contained in the Information Schedule that forms part of the Specific Conditions. The Information Schedule references the relevant clause of the Specific Conditions or of these General Conditions which calls for such information and data.*

### **Article 1 – Definitions**

Capitalized terms used but not defined in these General Conditions have the meanings given to them in the Specific Conditions. The following capitalized terms shall have the following meaning:

- (1) **Agreement** means the Project Partnership Agreement entered into by the Partner, UNHCR and the Host Government, and consists of the Specific Conditions, these General Conditions and the annexes and other documents referred to in Section 3 of the Specific Conditions.
- (2) **Budget** means the budget and related information and undertakings as set out in Annex B, the Financial Plan (Budget).
- (3) **Goods and Property** means tangible or intangible items or assets under the custody of or held by the Partner in order to support the implementation of the Project. Goods and Property are of two types: (i) **“UNHCR Goods and Property”** means items provided in-kind by UNHCR to the Partner (including under a right of use agreement); and (ii) **“Project Goods and Property”** means items acquired by the Partner with UNHCR funds provided pursuant to the Agreement. Goods and Property does not include items owned by the Partner prior to the Project or procured by the Partner during the Project using non-UNHCR funds. Goods and Property may include any or all of the following:
  - “Property, Plant and Equipment”: defined as tangible items with an original purchase price of USD 10,000 (or equivalent in other currency) or more per unit and with a useful life of at least one year; “Property, Plant and Equipment” does not include Inventories.
  - “Serially-Tracked Items”: defined as tangible items with an acquisition value less than USD 10,000 (or equivalent in other currency) that are used for day-to-day official business. “Serially-Tracked Items” do not include Inventories.
  - “Inventories”: defined as all items that are intended to be distributed to populations of concern, regardless of their value.
  - “Intangible Asset”: defined as identifiable non-monetary assets without physical substance.
- (4) **Information Schedule** means the “Agreement Information and Signature Schedule” contained in the Specific Conditions.
- (5) **Interest Revenue** means revenue credited to a separate, interest bearing bank account referred to in Article 9.2 and to which Project funds are deposited as a result of the interest rate paid by the financial institution for the respective deposit account. For the avoidance of doubt, revenue credited to a pooled bank account referred to in Article 9.3 will not constitute Interest Revenue.
- (6) **Miscellaneous Revenue** means any revenue (other than Interest Revenue) generated by Project funds or Goods and Property, including foreign exchange gain proceeds or receivables from the sale of, or insurance claims related to, any item or asset of Goods and Property.
- (7) **Misconduct** means a failure by Partner Personnel to observe the rules of conduct or the standards of behaviour prescribed by the Partner, including as prescribed by the Partner in accordance with the Agreement. Misconduct shall in any event include:
  - Fraud.
  - Corruption.
  - Embezzlement.
  - Sexual exploitation and abuse.
  - Sexual harassment.
  - Abuse of power.
  - Unauthorized disclosure or use of confidential information including Personal Data.
- (8) **Partner Personnel** means human resources hired and/or engaged by the Partner to perform activities under the Agreement: permanent employees; fixed term hires; consultants; advisors;

temporarily assigned staff; labor on wages; seconded personnel; volunteers; interns; and similar agents.

- (9) **Personal Data** means any information relating to an identified or identifiable natural person ('data subject').
- (10) **Population of Concern** means the population(s) or sub-population(s) of refugees and other persons of concerns indicated in the Project Description whose needs the Project strives to address.
- (11) **Procurement** refers to the acquisition of goods and/or services from commercial companies, and includes the lease of real estate, financial services for CBI and labor services from commercial companies including one-person companies if they have a commercial license to operate. It specifically excludes the purchase of labor of an individual contractor or consultant or contract salary payments.
- (12) **Project Description** means the description of the Project and related information and undertakings as set out in Annex A.
- (13) **Specific Conditions** means the Specific Conditions of Contract that form part of the Agreement.
- (14) **UN Partner Portal** means the UN Partner Portal, currently located at [www.unpartnerportal.org](http://www.unpartnerportal.org) or at any replacement or successor site.

## Article 2 – Partnership and consultations

2.1 Cooperation. UNHCR and the Partner will work together in the execution of the Project in a manner consistent with the five Principles of Partnership endorsed by the Global Humanitarian Platform on 12 July 2007 (<https://www.icvanetwork.org/system/files/versions/Principles%20of%20Partnership%20English.pdf>) – namely Equality, Transparency, Results-oriented approach, Responsibility and Complementarity.

### 2.2 Support.

- (a) In the spirit of partnership and to develop policies and implement strategies to best serve the Population of Concern, UNHCR shall make reasonable efforts to raise the required financial resources, and shall fully cooperate and engage in mutual consultations with the Partner and the Host Government in order to support the Partner in the implementation of the Project. UNHCR shall assist the Partner in the implementation of the Project by: facilitating the coordination of the operation which the Project forms a part of; and striving to secure the collaboration of and complementarity with other humanitarian partners and stakeholders.
- (b) The Host Government shall take any relevant measures to ensure that the Partner and their respective personnel implementing the Project receive all support and facilities as may be necessary for the speedy and efficient execution of the Project in accordance with applicable national and international law. The Host Government shall also undertake the obligations in Article 14.7 below related to conflicts of interest.

2.3 Joint monitoring and review. In the spirit of cooperation and consultation, the Parties will hold formal joint monitoring and review meetings at least at mid-year and at year end. The purposes of these meetings will be to agree on the resolution of findings and to build on lessons learned to better serve the Population of Concern, taking into account: (i) the progress of the Project; (ii) the Parties' working relationship; (iii) compliance of the Parties with the Agreement; and (iv) successes and challenges of the Partner in meeting the agreed objectives and desired results under the Agreement. These joint monitoring and review meetings will be initiated by UNHCR and undertaken by the Parties in good faith.

## Article 3 – Participation of the Population of Concern

The Parties shall engage and encourage the active participation of the Population of Concern in activities related to the planning, implementation, monitoring and evaluation of the Project. Such activities shall be consistent with a commitment to accountability to affected populations and a community-based protection

approach and shall comply with UNHCR's Age, Gender and Diversity Policy: working with people and communities for equality and protection (available at <http://www.unhcr.org/4e7757449.html>).

#### **Article 4 – Project execution**

The Partner shall make every effort to execute the Project in accordance with the Agreement, including achieving the results set out in the work plan in the Project Description. In executing the Project, the Partner shall comply with all applicable laws and regulations of its country of establishment and/or operation, and assume all liabilities and obligations imposed by any law or regulation with respect to its performance under the Agreement. In consultation with UNHCR and the Host Government, the Partner shall maximize the use of any facilities or tax exemptions available using any charitable status it is entitled to and that may apply as a result of its relationship with UNHCR.

#### **Article 5 – Project title, agreement number and other data**

5.1 Project title and agreement number. In all reports, amendments and notices exchanged between the Parties in relation to the Agreement, the Parties shall identify the Project using the project title and agreement number set out in the Information Schedule. The Parties shall make reasonable efforts to ensure all other correspondence (including letters and email) bear the agreement number.

5.2 Basic descriptive data. The basic descriptive data for the Project are set out in the Information Schedule.

5.3 Authorized persons. Correspondence, reports and notifications concerning the Agreement shall be addressed to the authorized persons for the Partner, the Host Government and for UNHCR, as listed in the Information Schedule.

#### **Article 6 – Implementation period; Liquidation period**

6.1 Implementation period. The item "Implementation period" in the Information Schedule sets out the effective start date of implementation and the completion date of implementation. UNHCR may extend the completion date of implementation by written notice to the Partner.

6.2 Liquidation period. During the liquidation period (defined below), the Partner may continue to settle financial commitments that were entered into and completed prior to the completion date of implementation. No new financial commitment or implementation of activities shall be undertaken during the liquidation period. Any such commitments or activities shall not be charged to the Project. The liquidation period means the period commencing on the completion date of implementation (or any extension under Article 6.1) and continuing for 30 days. UNHCR may extend the end date of the liquidation period by written notice to the Partner.

#### **Article 7 – Reporting**

7.1 Reporting. The Partner shall submit timely, accurate and complete periodic reports, as specified in the Information Schedule, to demonstrate performance progress and utilization of resources. The periodic reports shall be in the standard format(s) set out in the Project Report Formats provided by UNHCR and may be submitted by physical or electronic means. Signatures to the reports transmitted by electronic means shall be valid and effective to bind the party so signing. UNHCR may request, on an ad hoc basis, additional reports on activities pertaining to the Agreement. UNHCR will make all efforts to minimize these additional reporting requirements. The Partner shall be informed in writing if the need arises for these additional reports and be provided with sufficient advance notice for their preparation.

7.2 Verification and Acceptance. All submitted reports are subject to verification and acceptance by UNHCR. If UNHCR disputes or questions the content of any report provided by the Partner or if it requires further information, it shall inform the Partner as soon as possible. The Partner shall provide such evidence and

supporting documentation for clarification and assurance of information reported, when requested by UNHCR. UNHCR will communicate to the Partner formal acceptance of Final Reports.

## **Article 8 – Installments**

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

## **Article 9 – Bank accounts; Currency; Interest and Miscellaneous Revenue**

9.1 Partner's bank accounts. UNHCR shall transfer funds solely to the bank account(s) set out in the Information Schedule.

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

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

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

9.5 Interest Income and Miscellaneous Revenue. Any Interest Revenue and Miscellaneous Revenue earned during the implementation of the Project shall be accounted for at the end of the Project when submitting the Final Financial Report for the purpose of calculating any unspent balances due to UNHCR under Article 11.1 ("Unspent balances"). The Partner shall, upon request, provide UNHCR with details of the calculation of the amount of Interest Revenue and Miscellaneous Revenue attributed to the Project.

## **Article 10 – Partner's financial obligations**

10.1 Budget. Subject to the remainder of this Article 10, the Partner shall use the financial resources provided by UNHCR in accordance with the Budget and solely for the purposes of the Project.

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



10.3 Indirect costs (PICSC). UNHCR shall provide financial support to the Partner for indirect costs – namely the necessary and reasonable costs incurred by the Partner in managing its organization as a whole including by providing oversight over all its activities and putting in place the overarching policies, frameworks and systems that enable it to operate and to comply with the obligations set out in the Agreement. This amount is described as “Partner Integrity Capacity and Support Costs (PICSC)” and is calculated as a percentage of actual expense incurred at the reporting date and shall be in the same currency as specified in the Budget. The percentage applicable to the Agreement is specified in the Project Budget. The Partner shall ensure that the total payment for the PICSC is adjusted based on the final and approved expenditure under the Project.

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

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

10.5 Pre-financed expenses. UNHCR shall not be liable for any pre-financed expenses or commitments made by the Partner in excess of remittances made, unless these have been expressly authorized by UNHCR in writing.

10.6 Budget flexibility. The Project Description and the Budget are structured in accordance with UNHCR’s results chain. To allow for changing conditions and circumstances, the Partner may make discretionary budget transfers between Accounts within or between Outputs. The flexibility between Outputs shall be up to the limit set out under “Budget Flexibility” in the Information Schedule. The permitted level of flexibility is based on UNHCR’s own risk assessment of the Partner. If the Partner foresees that it will exceed this permitted level of flexibility, the Partner shall consult UNHCR and the Parties shall consider, in good faith, an Amendment to the Budget.

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

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

10.9 Reimbursement of taxes. The Partner shall reimburse to UNHCR, as applicable, all duties, taxes and similar charges charged to the Project, notably VAT, at the moment they are recovered by the Partner. This obligation of the Partner shall remain in effect following any termination of the Agreement, unless otherwise agreed between the Parties in writing.

## **Article 11 – Transfer of monies due to UNHCR from Partner**

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

11.2 Refunds. The Partner shall refund to UNHCR any amount that has been identified by UNHCR or its auditors as financial resources not treated in compliance with Article 10 (“Partner’s financial obligations”) or other provisions in the Agreement. This includes amounts that have arisen from irregularities, fraud or misappropriation, or amounts which are not supported by sufficient evidence that they were actually incurred and were for the purpose of the Project. The Partner shall make the refund within 30 days of being requested to do so in writing by UNHCR.

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

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

## **Article 12 – Goods and Property**

12.1 Goods and Property Report. The Partner shall establish and keep up-to-date a record of all Goods and Property in a format available to the Partner at <https://unpartnerportalcsso.zendesk.com/hc/enus/articles/1500000156822-Reporting-Templates-in-use-from-2021> (referred to as the “Goods and Property Report”). The Partner shall conduct regular physical verification of property and facilitate periodic visits of UNHCR staff or persons duly authorized for the same purpose.

12.2 Additional documentation. UNHCR may require that the Partner execute additional documentation in relation to Goods and Property (for example, an Agreement for the Receipt of Goods and Property, or a Right of Use of Goods and Property). Where UNHCR transfers the ownership of Goods and Property to the Partner or to a third party, the transfer shall be effected by a separate agreement based on a UNHCR template (Agreement on the Transfer of Ownership of Goods and Property).

12.3 Transfer of ownership. Unless otherwise stated in the Project Description or as otherwise agreed in writing: (i) the Partner shall not transfer ownership to third parties or to the Host Government or otherwise dispose of Goods and Property; and (ii) upon completion of the Project or termination of the Agreement or if requested to do so earlier by UNHCR, the Partner shall transfer ownership of Goods and Property to UNHCR.

12.4 Responsibility. The Partner shall be responsible for the proper custody, maintenance and for any damage (normal wear and tear excepted), loss, theft and third-party liability in respect of Goods and Property. The Partner must notify UNHCR as soon as possible of any such damage, loss, theft or third-party liability. Any cost of repair or replacement of Goods and Property using UNHCR funds beyond what is described in the Budget requires written authorization from UNHCR prior to incurring the cost.

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

## **Article 13 – Procurement from commercial suppliers**

13.1 Procurement in accordance with guidance note. Where the Project involves the Procurement of goods and services using Project funds, the Partner shall carry out all Procurement for goods and services under the Agreement in accordance with the Quick Reference Document for UNHCR Partners on Implementation 2023 available at <https://supportcsso.unpartnerportal.org/hc/en-us/articles/360019902113-2023-Guidance-for-Partners>. The Guidance Note requires that UN/UNHCR Key Procurement Principles be applied in Procurement

– namely best value for money, fairness, integrity and transparency through effective competition; effective international competition; and the best interests of the organization. The Guidance Note sets out guidance on solicitation and how to ensure Procurement is conducted in an ethical manner.

13.2 Pre-qualification required. Where the Information Schedule indicates that the total value of Procurement is USD100,000 or more, the Partner must have or obtain “Pre-Qualification for Procurement” status covering the country in which the Project is being implemented. The Partner, by signing the Agreement, confirms that it has the capacity to undertake Procurement envisaged by the Agreement. When a Partner is granted a PQP status, it means that the Partner is entitled to follow its own procurement policies and regulations which have been submitted for evaluation and are assessed by UNHCR as being compliant with the provisions of PQP requirements

## **Article 14 – Partner Personnel**

14.1 General. The Partner shall implement the Project with the necessary and duly qualified Partner Personnel. The Partner shall make all reasonable efforts to ensure that all Partner Personnel adhere to high ethical standards and to the values of the United Nations.

14.2 Written agreements. The Partner shall establish written agreements with Partner Personnel, the terms of which shall be in accordance with applicable regulations and legislation and the Agreement. The Partner shall be responsible for all the costs of engaging Partner Personnel including salaries, or wages and other emoluments and entitlements (such as social security, extra-time, taxes, allowances, travel costs, daily subsistence allowance, termination costs, retrenchment, medical, life, accident insurance etc.) at levels in accordance with applicable regulations and relevant legislation.

14.3 No instructions from external authority. The Partner shall ensure that Partner Personnel shall not seek or accept instructions regarding the activities under the Agreement from any external authority, except as required by law (in which case the Partner shall notify UNHCR).

14.4 Budgeting and expenditure. The following provisions apply to Partner budgeting and expenditure with respect to Partner Personnel:

- (a) The budgeting rates for different forms of Partner Personnel used in preparing the Budget should reflect the Partner’s contractual obligations and should not exceed reasonable local market rates for relevant forms of profession as assessed by UNHCR.
- (b) When charging the Project for the costs of Partner Personnel, the Partner shall only charge those costs that it is contractually obliged to pay to relevant personnel. The amount of such costs may exceed the budgeting rates used in the Budget.
- (c) If requested to do so by UNHCR, the Partner shall, within two weeks of the effective start date of implementation, provide to UNHCR a copy of its rules/regulations that govern the conditions of service (including remuneration) of all Partner Personnel that are paid, in whole or in part, using funds from the Project so that UNHCR may later verify/audit that amounts charged to the Project in respect of Partner Personnel do not exceed the Partner’s contractual obligations to relevant personnel.
- (d) Nothing in this Article 14.4 overrides the obligation of the Partner to make every effort to achieve the intended results of the Project and to adhere to the Budget and budget flexibility rules set out in Article 10.5.

14.5 Recording of funding toward Partner Personnel; Lists. The Partner shall accurately and transparently record the contribution of UNHCR and from other funding sources towards Partner Personnel. The Partner shall, in accordance with the frequency specified in the Partner Personnel Reports identified in the Information Schedule and required under Article 7.1, as relevant to the partner, provide a list of personnel charged to the Project either in a format provided by UNHCR or using a similar format that includes the name, function and amount charged to the Project. The information provided pursuant to this Article 14.5 will enable UNHCR or its agents to verify that all Partner Personnel charged to the Project worked on activities related to the Project and that Partner Personnel costs were not inappropriately double-charged to UNHCR and other funding sources.

14.6 No contractual link. Nothing contained in, or relating to, the Agreement shall be read or interpreted as creating a contractual link or legal relationship between Partner Personnel and UNHCR. UNHCR is not responsible for remuneration, employment/engagement termination and any other benefits or compensation or benefits payable or accrued over years of engagement by Partner Personnel.

14.7 No conflict of interest, etc. Each of the Partner and the Host Government undertakes to inform their respective personnel to refrain from any conduct that could potentially be perceived as having an element of conflict of interest or adversely reflecting on UNHCR and/or the United Nations, and from any activity that is incompatible with the aim and objectives of the United Nations or the mandate of UNHCR. Each of the Parties undertakes that no member of their respective personnel or personnel of the United Nations has been or shall be offered any direct or indirect benefit arising from the Agreement with UNHCR or the award thereof. Should a conflict of interest arise, the Partner or the Host Government, as appropriate, shall bring this immediately to the attention of UNHCR.

14.8 SEA training. The Partner shall ensure that its personnel have undertaken and successfully completed appropriate training with regard to the prevention of sexual exploitation and abuse (SEA) as well as the protection of human rights of refugees and other persons of concern. Such training shall include: reference to the definitions and prohibition of SEA, and violations of human rights; a clear and unambiguous statement that any form of SEA, and any conduct that undermines the safeguarding of refugees and other persons of concern, is prohibited; the requirement that any allegations of SEA, or violations of human rights, be promptly reported; and the requirement that alleged victims of SEA or violations of human rights be referred for immediate, professional assistance. Where the Partner has not established its own training regarding the prevention of SEA, the Partner may use the training material available on the UN Partner Portal. The Partner shall provide to UNHCR supporting documentation in relation to regular training offered to its Partner Personnel on prevention and response to SEA within the expected timeframe of 90 days of signing the Agreement.

## **Article 15 – Integrity, ethical and professional conduct**

15.1 Highest ethical and professional standards. The Partner must establish, maintain and implement policies regarding expectations on the conduct of personnel and Partner activities, to ensure the highest ethical and professional standards of the conduct of Partner Personnel and Partner activities. The minimum standards in this regard include an elaboration of the following:

- (a) Code of Conduct policy;
- (b) Complaints mechanism;
- (c) Promotion of equal opportunities for all genders, and the opposition of child labor and the exploitation of labor;
- (d) Prohibition sexual exploitation and abuse and the abuse of children;
- (e) Assurance that whistleblowers have processes in place for protection against retaliation; (f) Prohibition of Misconduct.

15.2 Zero tolerance for Misconduct. The Partner shall refrain from all forms of Misconduct and shall take all reasonable measures to prevent Misconduct, including by protecting persons of concern from exploitation, abuse or rights violations by the Partner and/or Partner Personnel and/or any contractor, sub-contractor or agent engaged by the Partner. Considering the size, expected activities and nature of the Partner, the Partner must establish and maintain appropriate policies and procedures to take effective preventative and investigative action related to Misconduct, including procedures for detecting, reporting and sanctioning Misconduct. Where the Partner may not have investigative capacity to take investigative action, including protocols and trained investigators, UNHCR may take appropriate action, in accordance with Article 15.5 (“Investigations”).

15.3 Prevention of Sexual Exploitation and Abuse (PSEA). UNHCR and the Partner shall comply with the UN Protocol on Allegations of Sexual Exploitation and Abuse (SEA) involving Implementing Partners (No. 0742, dated 27 April 2018) ([https://interagencystandingcommittee.org/system/files/un\\_protocol\\_on\\_sea\\_allegations\\_involving\\_implementing\\_partners\\_final.pdf](https://interagencystandingcommittee.org/system/files/un_protocol_on_sea_allegations_involving_implementing_partners_final.pdf)). In implementing this Protocol, Partners shall undertake the United Nations Partner PSEA Capacity Assessment (Harmonized Implementation Tool, dated September 2020), available on the UN Partner Portal, which also details any training or capacity building the Partner may need to undertake in relation to PSEA, including the e-learning on investigations of partners and PSEA.

15.4 Duty to report Misconduct. The Partner shall promptly inform the UNHCR Inspector General's Office of any allegation of Misconduct received by, or known to, the Partner that potentially implicates Partner Personnel or UNHCR funded programming (The UNHCR IGO may be contacted at: [inspector@unhcr.org](mailto:inspector@unhcr.org) as well as through the UNHCR website: [www.unhcr.org/php/complaints.php](http://www.unhcr.org/php/complaints.php)). To the extent possible taking into account the need for a victim-centered approach, Partner Personnel or sub-contractors shall promptly and confidentially record and report allegations of sexual exploitation and abuse (SEA) committed by Partner Personnel directly to the UNHCR Inspector General's Office (UNHCR IGO) with a copy to the Head of UNHCR's Country Office. The Partner shall ensure that all allegations of Misconduct against Partner Personnel are appropriately handled (including, if necessary, investigated). The Partner shall also adhere to any requirements communicated to the Partner by the UNHCR IGO.

15.5 Investigations. The Partner shall ensure close coordination with UNHCR regarding the planning and conduct of any investigation or administrative action in regard to allegations of Misconduct. The Partner shall share with UNHCR the outcome of any investigation and, as appropriate, a redacted summary thereof to safeguard confidentiality. When deemed necessary and appropriate by UNHCR, UNHCR may conduct an investigation and, as appropriate, will coordinate and share findings with the Partner.

15.6 Grounds for termination. The Partner's failure to: (i) take reasonable measures to prevent misconduct; (ii) appropriately handle allegations of misconduct or to request UNHCR investigative support in this regard; or (iii) take disciplinary and corrective actions when Misconduct is found to have occurred, shall constitute grounds for termination for cause under Article 27.4 ("Grounds for immediate termination").

## **Article 16 – Anti-terrorism**

16.1 UN sanctions lists. Consistent with United Nations Security Council resolutions relating to terrorism and in particular the financing of terrorism, the Parties shall seek to ensure that resources or any other support received under the Agreement, whether in cash or in-kind contributions, are not used, directly or indirectly, to provide support to terrorism. The Partner agrees to employ all reasonable efforts to ensure that such resources are neither (i) knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity appearing on the lists maintained by the United Nations Security Council Sanctions Committee established pursuant to Security Council Resolution 1267 (1999) and pursuant to other resolutions of the Security Council targeting terrorism (resolutions are available at <https://www.un.org/securitycouncil/content/repertoire/sanctions-and-other-committees> and links to lists maintained by United Nations Security Council Sanctions Committee are available at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>) or any other applicable lists as notified by UNHCR from time to time; nor (ii) used in any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations.

16.2 Duty to inform. If it emerges, at any time, that a person or entity receiving funds from the Agreement either (i) appears on a list maintained by the Security Council Sanctions Committee or another applicable list, or (ii) is found to be using funds received from UNHCR to provide support to individuals or entities on such lists, then the Partner will immediately inform UNHCR.

## **Article 17 – Intellectual property and other proprietary rights**

17.1 UNHCR's rights. Unless otherwise agreed in the Project Description or by UNHCR and the Partner in writing:

(a) UNHCR shall be entitled to all intellectual property and other proprietary rights created under the Project or otherwise under the Agreement. This includes patents, copyrights, trademarks, databases, products or documents and other materials which bear a direct relation to or are produced, prepared or collected as a result of or in the course of the performance of the Project or otherwise under the Agreement. At UNHCR's request, the Partner shall take all necessary steps, execute all pertinent documents and generally assist in securing such proprietary rights and transferring them to UNHCR in compliance with the requirements of the applicable law and of the Agreement. The Host Government undertakes to assist where necessary in order to facilitate this process.

(b) All data collected by, compiled by or received by the Partner under the Agreement, including maps, drawings, plans, surveys, assessments, reports, estimates, recommendations and other documents, shall be deemed the property of UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered to, and only to, UNHCR authorized officials upon completion of the activities under the Agreement.

17.2 Partner's rights. UNHCR does not and shall not claim ownership to any intellectual property or other proprietary rights of the Partner that pre-existed the performance by the Partner of its obligation under the Agreement, or that the Partner may develop or acquire independently of the performance of its obligations under the Agreement.

17.3 License to Partner. At the request of the Partner, UNHCR may grant a license, for a specific purpose, to use the product produced, prepared or the data collected as a result of or in the course of the execution of the Agreement.

## **Article 18 – Confidentiality; Information subject to UNHCR's privileges and immunities**

18.1 Confidential Information. Each Party shall respect the confidentiality of all information, whether in oral or written (including electronic) form, which is of a confidential or proprietary nature and which is designated as confidential in the Project Description or at the time when it is disclosed by any of the other Parties ("Confidential Information"). Each Party shall use the same care and discretion to avoid disclosure, publication or dissemination of the other Parties' Confidential Information as it uses with its own similar Information that it does not wish to disclose. Confidential Information shall be used only for the purposes for which it was disclosed. The Partner and the Host Government shall ensure that their respective personnel respect the confidentiality of all Confidential Information pertaining to the Project, including information relating to any individual or group of the Population of Concern.

18.2 Disclosure. Confidential Information may be disclosed by the receiving Party upon the written consent of the disclosing Party. In addition, the receiving Party shall not be precluded from disclosing Confidential Information that is: (i) obtained by the receiving Party without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such information or any other person; or (ii) disclosed by the disclosing Party to a third party without any obligation of confidentiality; or (iii) previously known by the receiving Party; or (iv) at any time developed by the receiving Party completely independently of any disclosures hereunder. The Partner may disclose UNHCR's Confidential Information if it is required by law, but only to the extent required by law and provided that, subject to and without any waiver of the privileges and immunities of UNHCR, the Partner gives UNHCR sufficient prior notice of a request for the disclosure of Confidential Information in order to allow UNHCR to have reasonable opportunity to take protective measures or such other actions as may be appropriate before any such disclosure is made. UNHCR may disclose the Partner's Confidential Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.3 Information subject to UNHCR's privileges and immunities. The Parties acknowledge that any information or data (including Personal Data), whether in oral or written (including electronic) form, created by or originating from UNHCR and all information and data that are the output of the performance of activities pursuant to the Agreement is subject to privileges and immunities accorded to UNHCR and that, as a result, any such information or data is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless expressly agreed in writing by UNHCR. To ensure compliance with the privileges and immunities of UNHCR, the Partner shall segregate such information and data to the fullest extent possible.

## **Article 19 – Personal Data Protection**

19.1 General. Where the collection and processing of Personal Data of persons of concern to UNHCR is part of the responsibilities of the Partner under the Agreement, the Partner shall respect and implement (i) the same or comparable standards and basic principles of personal data protection as contained in UNHCR's Policy on the Protection of Personal Data of Persons of Concern (<https://www.refworld.org/docid/55643c1d4.html>) and (ii) data privacy laws applicable to the processing of data by the Partner. UNHCR shall respect and implement the personal data protection principles as contained in UNHCR's Policy on the Protection of Personal Data of Persons of Concern. Where the Project requires the Partner to collect and/or process Personal Data which will be shared with UNHCR, the Partner shall deliver the relevant Personal Data only to duly authorized representatives of UNHCR or as otherwise directed by UNHCR, except as otherwise contemplated Annex C.

19.2 Annex C. The processing of Personal Data of persons of concern shall be the object of Annex C to the Agreement. Annex C shall set out the Personal Data elements or categories of Personal Data to be processed, the specific and legitimate purposes, conditions for recording prior consent of persons of concern where appropriate, and the extent and modalities of the Partner fulfilling UNHCR's obligations to respond to requests from persons of concern for exercising their rights under UNHCR Data Protection Policy. In case the Partner is processing the Personal Data on behalf of the Host Government, the provisions of this Article 19 may be amended based on specific arrangements between the Parties which will be reflected in Annex C.

19.3 Specific Purposes. The Partner shall only process Personal Data of persons of concern in order to implement the Project for the purposes specified in Annex C and not in any other way incompatible with such purposes.

19.4 Accuracy. The Parties agree that the Project will be implemented in a manner such that the Personal Data of persons of concern is accurately recorded and, where necessary, kept up to date, to fulfil the purpose(s) for which it is processed.

19.5 Confidentiality. The Partner shall establish and maintain appropriate technical and organizational measures in compliance with best industry standards to ensure the confidentiality of the Personal Data which it collects and processes under the Project. Access to Personal Data shall be restricted to Partner Personnel duly authorized by the Partner in agreement with UNHCR, and only to the extent that such Partner Personnel needs to know or require access in order to perform their duties in relation to the Project. The Partner shall not authorize a third party (another organization, subcontractor, subprocessor or agent) to process such Personal Data without UNHCR's prior written authorization. The Partner shall ensure that all Partner Personnel or third parties who are authorized to access Personal Data have committed themselves to comply with the Partner's obligations in relation to Personal Data, in particular confidentiality, or are under an appropriate statutory obligation in that respect.

19.6 Security. The Partner shall establish and maintain appropriate technical and organizational measures, in compliance with best industry standards and where necessary with UNHCR's assistance, against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data stored or otherwise processed ("personal data breach"). The Partner shall promptly notify UNHCR of any actual or threatened Personal Data Breach or any breach of the obligations under Articles 19.1 to Article 19.5 above. UNHCR and the Partner shall consult with a view to addressing, reacting to, and resolving the situation.

19.7 Effectiveness and survival. The obligations and restrictions set out in Article 18 (“Confidentiality; Information subject to UNHCR’s privileges or immunities”) and this Article 19 shall be effective during the term of the Agreement, including any extension thereof, and shall remain in effect following any termination of the Agreement, unless otherwise agreed between the Parties in writing. The Partner shall make available to UNHCR all information necessary to demonstrate compliance with the terms of the Agreement with regard to the processing of Personal Data.

19.8 Actions upon termination. Except as otherwise contemplated by Annex C, the Partner shall, after termination of the Agreement, provide to UNHCR all Personal Data collected and/or processed for the exclusive purposes of the Agreement and delete existing copies. Notwithstanding the foregoing, the Partner may retain Personal Data if (i) the Partner has explicit consent from the individual concerned and continues to act for the specific and legitimate purpose for which the Personal Data was originally collected or (ii) retention is required under applicable law.

19.9 UNHCR Dataset Anonymization. Where the Partner provides to UNHCR, pursuant to the Project Description or otherwise under the Agreement, surveys, assessments, censuses, administrative registers, studies or other similar reports, it is agreed that UNHCR may (i) anonymize the Personal Data contained in such reports, (ii) display the anonymized data in the form of datasets or similar information products and (iii) share such datasets and products under licensing (including open source licensing) or other arrangements.

## **Article 20 – Records and documentation**

20.1 Agreement File. The Partner shall maintain a separate “Agreement File” in electronic format or in hard copy containing all essential records and documentation related to the Agreement. The contents of this file shall be clearly marked with the agreement number. The Partner shall maintain the Agreement File in an organized and accessible manner and with original documents or (if original documents are not available) copies of original documents that are accurate, complete and up-to-date. The Agreement File shall include documentation relating to the following: (i) the Agreement, including its annexes; (ii) financial accounts and bank statements; (iii) statements and evidence of payments and transactions; (iv) budget management; (v) contractual arrangements; (vi) Procurement processes, including bidding documents, selection process documents, contracts (including rentals and leases), vendor management, lists of suppliers; (vii) Partner Personnel, including lists of names and functions and evidence of screening and other processes relating to recruitment; (viii) Goods and Property; (ix) audit reports; (x) performance and monitoring reports; (xi) oversight and administrative management; and (xii) relevant correspondence and other communications with UNHCR. Personal Data of persons of concern to UNHCR shall not form part of the Agreement File.

20.2 Retention period. The Partner shall not dispose of the Agreement File for six years from the completion date of implementation of the Agreement without the prior written authorization of UNHCR.

## **Article 21 – Monitoring, audit and investigations**

21.1 Cooperation. With proper coordination by UNHCR, the Partner and the Host Government shall ensure full and timely cooperation in order to facilitate UNHCR’s monitoring, audit, evaluation, investigation and other oversight exercises in relation to the Project and/or the Agreement. The Partner’s obligation to cooperate shall include making available to UNHCR its personnel, affiliates and sub-contractors and allowing access to any relevant documentation and records, premises and Project sites at reasonable times and conditions, in a manner that does not compromise the Partner’s compliance with applicable laws and the safety of the Partner’s personnel involved. The Partner shall refrain from obstructive practices intended to materially undermine or impede UNHCR access to information, including destruction, falsification, alteration, or concealment of evidence and supporting documents.

21.2 Performance of activities. For the performance of the oversight activities referred in Article 21.1, UNHCR may assign staff of the UNHCR IGO, the UNHCR Internal Audit Division of the United Nations Office of Internal Oversight Services (OIOS), and the United Nations Board of Auditors, Field Staff or any person or other service provider duly authorized by UNHCR in coordination with the Partner. Such activities may take place within a period of six years from the completion date of the Agreement.



21.3 Audit. UNHCR reserves the right to audit the Agreement. The cost of any audit commissioned by UNHCR shall be paid directly by UNHCR to the service provider. An audit may cover matters related to the use and management of funds, accounting and internal control systems, achievement of expected results pursuant to the Agreement, reports and other matters related to the Project implementation and compliance of the Partner with the Agreement. The outcome of an audit shall be shared with the Partner and the Partner shall be provided the opportunity to comment on the results. UNHCR and the Partner shall agree and take an appropriate course of action to address audit observations. The Parties agree that UNHCR may share the audit results and documentation with other UN entities.

## **Article 22 – Visibility, communications**

22.1 Visibility. Where appropriate and where security permits, the Parties agree to provide visibility and to fully identify and acknowledge the funding and contribution towards the Project made by each Party in reports, statements, advertisements and other materials relating to the Agreement. At UNHCR's request, the Partner and/or the Host Government shall provide visibility, as specified by UNHCR, to UNHCR's donors that are contributing funds for the Project.

22.2 Use of UNHCR's name. Each of the Partner and the Host Government is permitted to use UNHCR's name, acronym and visibility logo only for the purpose of giving effect to Article 22.1. The UNHCR visibility logo will be provided to the Partner upon request. The UNHCR visibility logo must be used in its integrity and may not be altered. The UNHCR visibility logo must be displayed in pantone blue 300 color or in black/white and negative, and must appear prominently and be presented separately from the Partner's logo.

22.3 Use of Partner's name. UNHCR is permitted to use the Partner's name, acronym and visibility logo only for the purpose of giving effect to Article 22.1. UNHCR is responsible for using the Partner's logo only to the extent to which the Partner provides permission to UNHCR and in accordance with clear, reasonable and practical instructions to be provided by the Partner, similar to those described in Article 22.2.

22.4 Disclaimer. No Party shall be responsible for the contents of communication material prepared by any of the other Parties. The Partner shall include the following disclaimer in its publications pertaining to the Project:

“This publication has been produced with the assistance of the Office of the United Nations High Commissioner for Refugees (UNHCR). The contents of this publication are the sole responsibility of [insert name of the Partner] and can in no way be taken to reflect the views of UNHCR.”

22.5 Separate legal entity. Whenever necessary to avoid a misunderstanding, the Parties shall, in communications with the public, governments and other entities concerning the Project, make clear that the Partner is a legal entity separate from the United Nations, UNHCR and any other subsidiary body of the United Nations.

## **Article 23 – Independent legal status**

The Partner shall have the legal status of an independent contractor *vis-à-vis* UNHCR, and nothing in the Agreement is intended or will be construed to create a partnership, agency, joint venture, employment or similar relationship under law. Whenever the Partner enters into a contract with a third party related to the Agreement, the Partner shall ensure that nothing in such contract or in related documents or correspondence contradicts that: (i) the Partner is a legal entity separate from UNHCR; (ii) the Partner is acting as an independent organization with its own governance structure; and (iii) the Partner is not acting as an agent or otherwise representing UNHCR when entering into such contract.

## **Article 24 – Responsibility for claims**

24.1 No liability. UNHCR shall not accept any liability for claims arising out of the activities performed by the Partner under the Agreement, or any claims for death, bodily injury, disability, and damage to property or other

hazards that may be suffered by Partner Personnel solely as a result of their work pertaining to the Project. The Partner shall be responsible for administering all claims brought against it by Partner Personnel.

#### 24.2 Partner's and Host Government's responsibility.

(a) UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising solely out of the implementation by the Partner of the Project, the use of Goods and Property and which may be made against any of the Parties to the Agreement. The Partner shall be responsible for administering all claims brought against UNHCR and its personnel, arising as a result of the acts or omissions of the Partner or Partner Personnel.

(b) Affirming its support to UNHCR and the Partner to undertake the Project for the protection and assistance of Population of Concern, the Host Government shall, in consultation with and with the agreement of UNHCR, deal with all claims made against UNHCR and its personnel, and shall hold them harmless in respect of such claims or liabilities arising from the implementation of this Agreement.

### **Article 25 – Subcontracts, sub-agreements, assignment**

25.1 No subcontracting. The Partner has been selected to implement the Project on the basis of its resources and capabilities. Accordingly, unless authorized in the Project Description or otherwise in advance by UNHCR in writing, the Partner shall use its Partner Personnel to implement the activities and achieve the results identified in the Project Description and the Partner cannot subcontract or otherwise enter into subagreements for such implementation, in whole or in part, by a third party that is not a signatory to the Agreement. The Partner shall ensure that the terms of any such authorized subcontract or sub-agreement (including with a commercial entity or another not-for-profit partner) shall be made subject to and shall be construed in a manner that is fully in accordance with, the Agreement. Without limiting the foregoing, any such subcontract or sub-agreement shall include provisions similar in substance to Article 15 (“Integrity, ethical and professional conduct”) and to this Article 25. The Partner shall ensure that implementation by any such subcontracts or subagreements add value to the delivery of the Project. Under no circumstances shall such subcontracts or subagreements release the Partner from its obligations towards UNHCR under the Agreement.

25.2 No assignment. The Partner shall not assign or otherwise dispose of the Agreement or any of its rights or claims hereunder except with the prior authorization of UNHCR. Any such assignment or other disposition without UNHCR's authorization shall not be binding on UNHCR.

### **Article 26 – Changes in condition; force majeure**

26.1 Notification. The Partner shall promptly notify UNHCR of events and circumstances which prevent the carrying out of the Partner's obligations under the Agreement and which have or are likely to have a material adverse impact on the Project. The Parties shall consult on arrangements, if any, to further implement, curtail or terminate the Agreement in response to such situations.

26.2 Changes in condition. Should the number of the Population of Concern for whom assistance was foreseen under the Project significantly change from the number originally envisaged, or if, for any reason, changed conditions reduce or increase the need for assistance as originally foreseen, the Partner shall immediately inform UNHCR. In the event of any such change in condition, UNHCR may, on the basis of due consideration of such changed conditions, adapt or discontinue its participation in the Project after mutual consultation with the Partner.

26.3 Force majeure. In the event of any occurrence constituting force majeure, the Partner shall, as soon as possible, give UNHCR written notice thereof (including full particulars and a description of the impact on the Project) if the Partner is thereby rendered unable, wholly or in material part, to perform its obligations under the Agreement. The Parties shall promptly consult on the appropriate action to be taken, which may include termination of the Agreement. If, after a reasonable time of not greater than 14 days for such consultations, no agreement is reached on appropriate action to be taken and the force majeure event is continuing, any Party may terminate the Agreement by giving at least five days written notice to the other Parties. Force majeure as used in the Agreement means any unforeseeable and irresistible act of nature, any act of war (whether declared

or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Partner and that such acts or unrest were not in existence at the time that the Project started or reasonably contemplated at the time that the Project was defined. The Parties acknowledge and agree that the existence of harsh conditions or civil unrest within areas in which the Project is performed is not, in and of itself, force majeure.

## **Article 27 – Termination**

27.1 Termination without cause. Any Party may terminate the Agreement without cause at any time by giving 90 days written notice to the other Parties.

27.2 Termination for curtailment of mandate, funds, activities. In consultation with the Host Government, UNHCR may terminate the Agreement by giving 30 days written notice to the other Parties in the event of a significant curtailment of UNHCR's mandate, funds or activities that renders the continuation of the partnership no longer possible.

27.3 Termination for non-performance. UNHCR may give written notice to the Partner in the event of material non-performance by the Partner of any obligation under the Agreement. If non-performance is not remedied within 60 days of such notice, UNHCR may, without prejudice to any other right or remedy it may have, terminate the Agreement for cause by giving seven days written notice to the other Parties.

27.4 Grounds for immediate termination. In consultation with the Host Government, UNHCR may, without prejudice to any other right or remedy it may have, terminate the Agreement for cause with immediate effect by giving written notice to the other Parties, in each of the following circumstances:

- (a) If the Partner or its personnel is listed in a UN Security Council Consolidated Sanctions list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>) or if the Partner is found to be in violation of its obligations under Article 16 ("Anti-terrorism").
- (b) Violation of laws, use of child labor, sexual exploitation and abuse, fraud, corruption, antipersonnel mine manufacture, and other ethical misconduct by the Partner or its Personnel.
- (c) Failure of the Partner to take appropriate measures to prevent, and to protect persons of concern from, SEA or other Misconduct of its personnel, or failure of the Partner to investigate allegations of the same and to take disciplinary and corrective actions when Misconduct is found to have occurred.
- (d) A violation of the Agreement that damages or presents a serious risk to the credibility or reputation of UNHCR.
- (e) If the Partner is adjudged bankrupt, or liquidated or becomes insolvent, or if the Partner makes an assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of the Partner.
- (f) Pursuant to Article 30.2 ("Information and undertakings incorporated by reference"), if the Partner has not completed the registration and undertakings required in the UN Partner Portal.

The Partner shall immediately inform UNHCR and the Host Government of the occurrence of any of the above events.

27.5 No adverse impact on Population of Concern. The Parties shall strive to ensure that there is no adverse impact of a termination of the Agreement on the Population of Concern, including by developing an action plan to this effect.

27.6 Effects of termination. Upon written notice of termination of the Agreement, the Partner shall, except when otherwise directed by UNHCR, take immediate steps for the orderly conclusion of activities whilst reducing expenses to a minimum, refrain from undertaking any further or additional commitments under the Agreement, withdraw Partner Personnel, transfer to UNHCR all completed or partly completed works, settle or terminate all contractual liabilities, settle all financial obligations, and render a final financial and narrative report to UNHCR within the timeframe specified by UNHCR. In the event of termination and without prejudice to any right or remedy UNHCR may have:

- (a) No payment shall be due from UNHCR to the Partner except for work and services satisfactorily performed in conformity with the Agreement prior to the date of termination.
- (b) UNHCR shall not be liable for any expenditure or commitment in excess of remittances made, unless these were expressly authorized in writing by UNHCR. Upon UNHCR's settlement of the authorized payment, UNHCR shall be relieved from any further obligations under the Agreement or liability for compensation.
- (c) The Partner shall render reports to UNHCR meeting the requirements of the final reports otherwise due at the normal expiry of the term of the Agreement and shall transfer to UNHCR all unspent funds, revenues and other assets provided under the Agreement and any other amounts due to UNHCR pursuant to the terms hereof.

## **Article 28 – Amicable settlement; Arbitration**

28.1 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, invalidity or termination of the Agreement. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law (“UNCITRAL”) in place at the time of the conciliation, or according to such other procedure as may be agreed in writing between the Parties.

28.2 Arbitration. Any dispute, controversy or claim between the Parties arising out of the Agreement or the breach, invalidity or termination thereof, unless settled amicably in accordance with Article 28.1 (“Amicable settlement”) above within 60 days after receipt by any Party of another Party's request for such amicable settlement, shall be referred by a Party to arbitration in accordance with the UNCITRAL Arbitration Rules in place at the time of the request. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute. The location of arbitration shall be Geneva. The proceedings shall be conducted in English. The arbitral tribunal shall be empowered to order the return or destruction of any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken. In addition, the arbitral tribunal shall have no authority to award interest at a rate in excess of, in respect of any given period of time, the published Bank of England base rate applicable during that period of time (such awarded rate to be not less than zero % in any event), and any such interest shall be simple interest only.

28.3 Limitation on actions. Any arbitral proceedings in accordance with this Article 28, arising out of the Agreement must be commenced within three years after the cause of the action has occurred.

## **Article 29 – Privileges and immunities**

Nothing in the Agreement shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by the United Nations or by UNHCR (as a subsidiary organ of the United Nations).

## **Article 30 – General provisions**

30.1 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. If an unofficial translation is attached to the Agreement, it shall be clearly labelled and treated as an unofficial translation. In the event of any dispute or controversy in the interpretation of the Agreement, the English/French/Spanish version shall prevail.

30.2 Information and undertakings incorporated by reference. The Partner has accurately and completely provided all information and undertakings required in connection with its registration in the UN Partner Portal and the selection process for the Project. Such information and undertakings are incorporated by reference into, and form an integral part of, the Agreement and are deemed to be true and complete as of the date the Agreement enters into effect and for the entire term of the Agreement. If the Partner has not completed the

registration and undertakings required in the UN Partner Portal by the time of signature of the Agreement, it will do so within 90 days of signature of the Agreement, or the Agreement may be terminated by UNHCR with immediate effect.

30.3 Interpretation.

- (a) Unless the context otherwise clearly requires: (i) use of the singular includes the plural and vice versa; and (ii) use of the words “include,” “includes,” “including,” “in particular” or any similar expressions are without limitation and accordingly do not restrict the meaning of the preceding or subsequent words.
- (b) References to a UNHCR policy, guidance or other UNHCR-issued document are deemed to refer to any modifications, supplements or replacements of such documents or to the versions of such documents as communicated by UNHCR to the Partner.
- (c) References to Articles are to the Articles of these General Conditions. References to Sections are to the Sections of the Specific Conditions.
- (d) The headings used in the Agreement are for convenience only and do not affect its interpretation.

30.4 Amendments. The Parties shall mutually consult on any proposed amendment to the Agreement. Any amendment to the Agreement shall be in writing and signed by the Parties and shall take the prescribed form designated by UNHCR.