

Partnership Agreement Contracts

Outline



- What are the types of agreement contracts and what does each consist of?
- What are the key changes in partnership terms and conditions?
- How does this fit within the overall partnership management process?
- What are the multi-system steps to finalize a contract?
- Contract templates – PFA, PW, Grant Agreement, UN Agreement



What are the types of agreement contracts and what does each consist of?

What is a Partnership Framework Agreement (PFA)?

- The **partnership framework agreement (PFA)** is a collaborative agreement on operational matters that is often aligned with the duration of an operation's strategic plan.
- This instrument must be signed if a funded partnership is foreseen. It documents UNHCR's collaboration with partners to achieve the operation's multi-year plan, with terms and conditions tailored to each partner.
- The PFA can be a multi-year or shorter-term commitment and does not involve UNHCR's financial commitment. Financial commitments are covered by a project workplan, subject to annual funding.
- The PFA consists of the partnership terms that are applicable for the duration of the PFA, and a PFA coversheet which details the particulars surrounding the sector or outcome are for which the partner was selected.



What is a Data Protection Agreement (DPA)?

- A **Data Protection Agreement (DPA)** governs the processing of personal data of forcibly displaced and stateless persons as required under a partnership agreement.
- It is established alongside a PFA and contains standard provisions for data protection and information security.
- The duration of a DPA is aligned to the period that the partner has access to or possession of the personal data.
- It does not require review and clearance by LAS. However, the operation may wish to consult with the data protection focal point in the bureau and then, if necessary, with the Chief Data Protection Officer (Chief DPO) in the Global Data Service, to clearly establish the role of the partner as a data controller or data processor for the purposes set out in the project workplan.





What is a Project Workplan (PW)?

- A **project workplan** is (often) an annual agreement between UNHCR and a partner to provide funds from the UNHCR operations budget (OPS) for specific activities in order to achieve outputs. It is always subject to a **PFA**.
- For the development of the project workplan, UNHCR and the partner jointly analyze and consult on how best to work with and for the identified population groups benefitting from the activities of the partnership.
- Negotiation of a project workplan consists of four components: 1x project workplan contract; 1x financial plan; 1x results plan and 1x risk register. This guidance focuses on the contract, while details on the additional components can be found here.

What is a Grant Agreement?

- A **grant agreement** is to provide financial support to organizations led by forcibly displaced or stateless people.
- A grant agreement includes a Financial Plan and a financial commitment through a Purchase Order. Grant agreements are capped at **USD 12,000 per agreement**, allowing for multiple agreements with the same organization within a calendar year, as long as the total budget does **not exceed USD 12,000 during that year**.
- A grant agreement is NOT subject to a **PFA** and is not a multi-year agreement.
- Negotiation of a grant agreement consists of four components: 1x grant agreement contract; 1x financial plan, 1x project proposal template and 1x Code of Conduct. This guidance focuses on the contract, while details on the additional components can be found [here](#).



What is a UN Agreement?

- UN Agreements (i.e. UN-2-UN) govern funding arrangements between two UN organizations and consist of UN harmonized provisions, a financial plan and a purchase order. They are based on standard clauses agreed on between all UN agencies.
- A UN Agreement is NOT subject to a PFA and is established within an implementation year.
- Negotiation of a UN Agreement consists of two components: 1x UN Agreement contract; 1x financial plan. UNHCR may decide to add a Results Plan.





What are the key changes in partnership terms and conditions?

Key Changes in Partnership Terms



- ✓ **Support:** Raising resources is now framed as a mutual obligation, rather than that of UNHCR alone.
- ✓ **Termination** of the agreement for non-performance is now the prerogative of both parties.
- ✓ **Engagement with the community** includes greater emphasis on localization.
- ✓ **More attention to compliance with international standards** in jurisdictions where partners operate with UNHCR.
- ✓ **Currency and exchange rates:** UNHCR authorization is no longer required for expenses incurred in a currency different from the one used in the financial plan. A single auditable methodology for applying exchange rates can be used by the partner for financial reporting, rather than the UN operational rate of exchange. Removed: "UNHCR shall not be responsible for any resulting losses/gains the partner may incur".
- ✓ **Agreement Files** must be marked with the project title and partnership agreement number; be accurate, complete and up-to-date; and not include any personal data of forcibly displaced and stateless persons.
- ✓ **Record keeping:** If it is agreed that a Partner will not use PROMS, project files will be saved in electronic or hard copies.

Key Changes in Partnership Terms



- ✓ **Interest income** earned on funds received from UNHCR will be used for activities in line with the goals of the partnership. Partners are not required to report interest income to UNHCR. However, interest income will be returned to UNHCR if required by the Partner's financial rules.
- ✓ **Non-interest revenue** received directly as a result of agreements with UNHCR, if any, is to be reported to UNHCR with the next Project Financial Report (PFR) after the revenue is received. This includes exchange-related financial gains.
- ✓ **"PICSC"** is no longer used and is referred to as indirect costs. No other substantive change.
- ✓ **Goods and property reports are no longer required.** Instead, UNHCR assets on loan will be governed by the right of use provisions in the areas of specialization.
- ✓ **Procurement Pre-Qualification for Procurement (PQP) requirement removed.** Partners' procurement controls / capacity now covered under the Internal Control Assessment (ICA) or Internal Control Questionnaire (ICQ).
- ✓ **Project Assets** are those transferred to the Partner by UNHCR or acquired by the Partner using UNHCR funds. Partners are to retain Project Assets for the duration of the PFA to support the achievement of the results for which they were acquired by the Partner.
- ✓ **Reimbursement to UNHCR for assets:** Liability for loss or damage to UNHCR assets on loan is now covered by the right of use provisions in the areas of specialization, rather than a separate Right of Use agreement. The partner may be liable to UNHCR for compensatory damages equivalent to the value of the assets on the effective date of the signed agreement. Repeated failure to promptly report incidents may lead to UNHCR no longer making assets available.

Key Changes in Partnership Terms

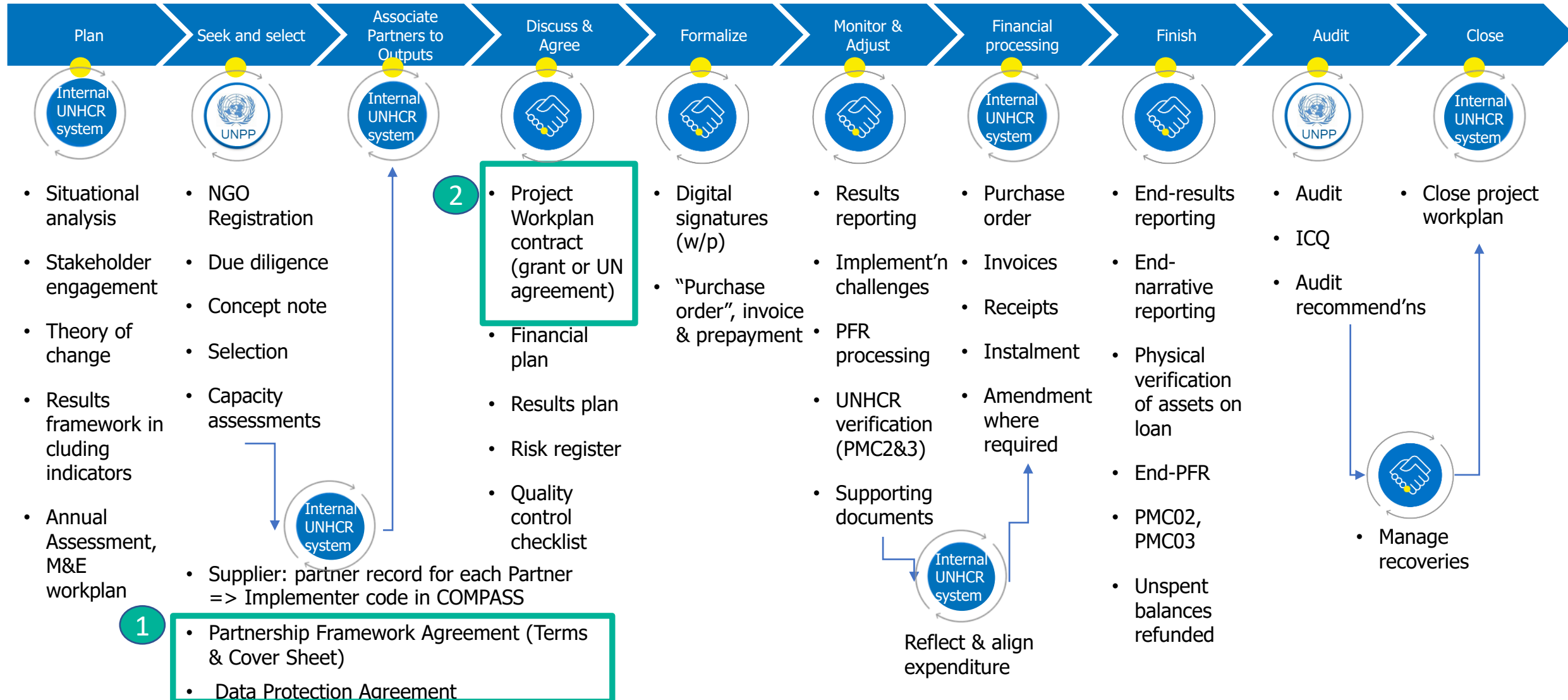


- ✓ **Investigating misconduct:** Partners no longer required to share full investigation report, but share the outcome of the investigation with UNHCR, including the identity of the subjects of any investigation for which the allegations of misconduct have been substantiated.
- ✓ **Partner Personnel** includes forcibly displaced and stateless persons carrying out activities on behalf of a Partner, and they are required to follow requisite standards of conduct.
- ✓ Partners will exercise reasonable care in preventing, identifying and **addressing possible fraud by forcibly displaced and stateless persons.**
- ✓ **Liability and responsibility of claims:** UNHCR is not liable for making payments to partners for work or services performed after the expiry or termination of a Project Workplan or the Agreement, unless otherwise agreed in writing.
- ✓ **A new Data Protection Agreement (DPA)** is being rolled out (template b) in line with UNHCR's updated data protection policy. For 2024 only, an interim Data Protection Agreement (template a) may be used that preserves the content previously found in Annex C.
- ✓ Where **Audits** require the Partner to provide the personal data of forcibly displaced or stateless people, the Partner will, where legally permitted, make available such data using privacy enhancement techniques.
- ✓ **Audit results** may be shared by UNHCR with other United Nations entities and/or donors as required. Partners are not to share audit results with third parties unless authorized to do so in writing by IMAS/DSPR.



How does this fit within the overall partnership management process?

Overall Partnership Management Process



High level summary for engagement



1. Registration of partners
 - UNPP
 - Cloud ERP
 - PROMS
2. The partner can collaborate with UNHCR and enter into a PFA and DPA (where required), and subsequently negotiate the project workplan. For new partners, the PFA and DPA may be finalized ahead of PROMS onboarding.
3. Key components of a project workplan:
 1. Project workplan contract (includes areas of specialization, project description, timelines, results, loaned assets, risk assessment and essential controls, reporting requirements and data protection particulars)
 2. Risk register
 3. Results plan
 4. Financial plan



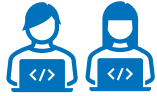
What are the multi-system steps to finalize a contract?

High-Level Partnership Agreement sharing - Process Overview in PROMS



START

UNHCR



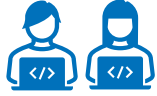
Uploads the contract in PROMS document register and shares it with partner via a workflow.

Partner



Reviews, modifies/add details and shares contract back on the workflow.

UNHCR

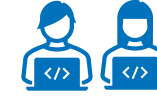


Reviews partner's inputs.

If in agreement, completes the workflow. Downloads contract for signatures by all parties.

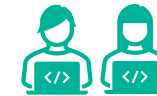
If not in agreement with partner inputs

UNHCR



Initiates a sub workflow to share contract concerns with partner for review once again.

Partner



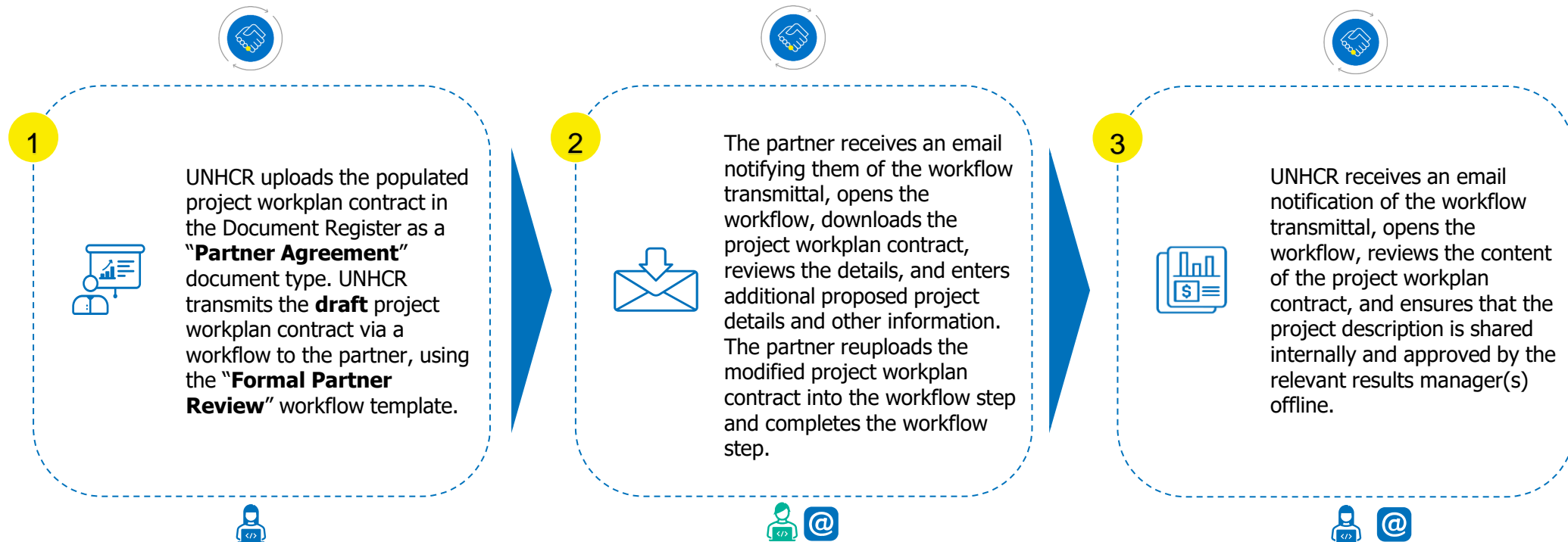
Actions modifications needed or provides feedback to concerns and shares contract back on the sub workflow.



✓ **UNHCR** proceeds to upload the contract to Cloud ERP and ensures the signed copy (by all parties) is shared with the partner.

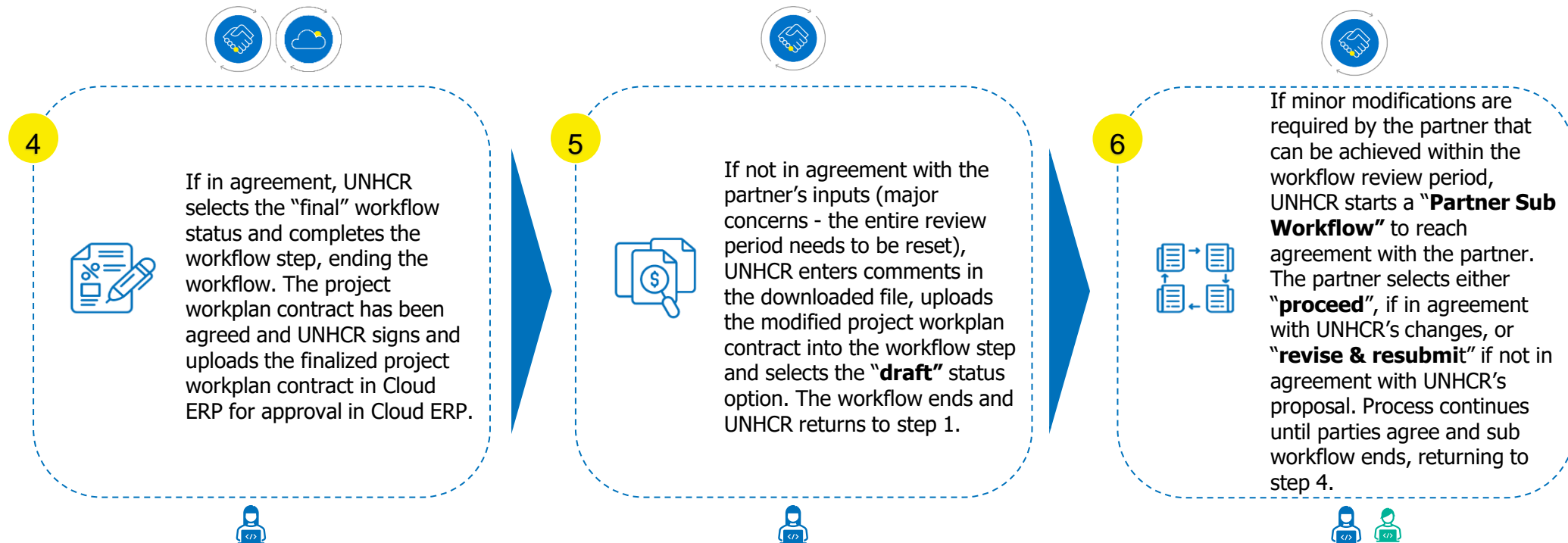
END

Detailed Partnership Agreement – Process Overview in PROMS



Note: Same steps may be applied to the PFA Cover Sheet and DPA. However, they will be uploaded into the Document Register as an "Agreement" document type.

Detailed Partnership Agreement – Process Overview in PROMS



Note: Same steps may be applied to the PFA Cover Sheet and DPA. However, whether UNHCR utilises the workflow or not, the signed (by all parties) copies of the PFA Cover Sheet and DPA are uploaded to the Document Register as an “Agreement” document type.



Partnership Framework Agreement

PFA Cover Sheet



4 PAGES

- Summary
- Parties (Tripartite or Bipartite)
 - Signatories
- Content of the Agreement
- Key Elements
 - Scope
 - Duration
 - Financial management
 - Misconduct disclosure procedures
- Special provisions

Partnership Framework Agreement

UNHCR
The UN Refugee Agency

Partnership Framework Agreement Cover Sheet

Operation: [Insert] Partner Reference: [Insert]

Partnership Framework Agreement Number: [Insert] Cloud ERP Part: [Insert]

Summary

UNHCR and the Partner wish to enter into a partnership to provide assistance to forcibly displaced and stateless persons. This Partnership Cover Sheet sets out the terms and conditions on which the parties forms part of the Agreement as defined further below.

Parties

UNHCR The Office of the United Nations High Commissioner for Refugees	The Partner [Insert Partner's Name] UN Partner Port [Insert UNPP number]
Government (for tripartite agreements only) [Insert Government's name] (referred to hereinafter and in the Partnership Terms as "the Government")	

Signatories

Signed by and on behalf of UNHCR: Name: [Insert] Position: [Insert] Email: [Insert] Date: [DDMMYYYY]	Signed by and on behalf of the Partner: Name: [Insert] Position: [Insert] Email: [Insert] Date: [DDMMYYYY]
Signed by and on behalf of the Government: Name: [Insert]	

Partnership Framework Agreement

Position: [Insert]
Email: [Insert]
Date: [DDMMYYYY]

Content of the Agreement

The Agreement is made up of:

- this Partnership Framework Agreement Cover Sheet,
- the Partnership Terms, available at: https://support.cso.unhcr.org/help/using/article_attachments/19228986731287
- the Data Protection Agreement, where applicable,
- any Project Workplans,
- any Amendments, and
- where applicable, the Global Partnership Agreement entered into by [Insert] UNHCR on [DDMMYYYY].

The above represents the entire agreement between the parties. Any prior discussions or agreements relating to its subject matter are superseded by the Agreement.

Order of precedence: If there is any conflict between the terms of the Agreement, order will apply from highest to lowest precedence.

Amendment (if applicable) → Project Workplan → Data Protection Agreement → Partnership Framework Agreement Cover Sheet → Partnership Terms.

Key Elements

Scope

UNHCR outcome statement	Location(s)
[Insert]	Country-wide: Choose an item. In select province(s) / region(s) etc.: [Insert] In city(ies) / town(s): [Insert] In Populated Place(s): [Insert]

Partnership Framework Agreement

UNHCR
The UN Refugee Agency

Duration

Start Date: [Insert]	End Date: [Insert]
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Financial management

Bank account type	Choose an item.
Indirect Costs Percentage of total expenditure	Choose an item.

Misconduct disclosure procedures

[Insert]

Partnership Framework Agreement

UNHCR
The UN Refugee Agency

Special provisions

The below special provisions (if any) modify or override specified Articles in the Agreement. Special provisions other than those included here must be approved by the Legal Affairs Service (LAS) for general use, or for use in this specific Cover Sheet.

(For tripartite agreements only)
The following Article(s) in the Partnership Terms are revised and supplemented as follows:

Article 2 (Working Together): Engagement with Government. UNHCR will (periodically or on request) consult with the Government on matters pertaining to its operations and the operations of its Partners including this Partnership and any Project Workplans that will be entered into between UNHCR and the Partner under this Agreement.

Article 3 (General obligations): Obligations of the Government. The Government agrees:

- to take reasonable steps to ensure that UNHCR and Partner Personnel receive all support and facilities necessary for the speedy and efficient execution of any Project implemented by UNHCR and the Partner pursuant to this Agreement,
- not to engage in any conduct that could potentially or actually work against the achievement of the objectives of this partnership, and
- to facilitate the process described under Article 14 under the heading "UNHCR's ownership of Intellectual Property".

Article 4 (Financial Plan): Indicative Budget. At the Government's request, it may review [Choose an item] Project Workplans and provide its feedback, but will refrain from impeding project implementation.

Article 23 (Partner Personnel): Conflicts of interest. The Government undertakes:

- that neither it nor its personnel have been or will be offered any direct or indirect benefit arising from the Agreement,
- to inform its personnel that they must refrain from conduct which may be perceived as a conflict of interest, may adversely reflect on UNHCR and/or the United Nations or is incompatible with the aims and objectives of the United Nations or mandate of UNHCR, and
- to bring any potential conflicts of interest to the attention of UNHCR immediately.

Article 25 (Termination): UNHCR will engage in prior dialogue with the Government before initiating termination for the reasons described as "Additional grounds".



Project Workplan Contract Template

Project Workplan




UNHCR fills in these sections.

- **Cloud ERP reference number**, i.e. 32063Y23P002534 (5-digit cost centre + Y + last two digits of the year + P or M + followed by the last six digits of the Supplier ID that the Partner has in Cloud ERP).

UNHCR fills in these sections.

- **UNHCR**: the office and the signatory details.
- **The Partner**: Partner's name, UNPP reference number and signatory details. In case the partner is not registered on the UN Partner Portal, **for example a Government partner, please leave the UNPP reference number blank.**

Project Workplan 

Project Workplan

Version: Choose an item.

Operation: [Insert]

Partnership Framework Agreement Number: [Insert] Partner Reference Number (optional): [Insert]

Cloud ERP ID: [Insert] Cloud ERP Partner Number: [Insert]

Summary

The Partner wishes to deliver, and UNHCR wishes to support the delivery of, the Project defined below. This Project Workplan sets out the details of the Project and terms and conditions on which the Partner and UNHCR agree to collaborate.

This Project Workplan is subject to and incorporated by reference into the Partnership Framework Agreement (PFA) Cover Sheet entered into between the parties on [DD/MM/YYYY].

Parties

UNHCR	The Partner
The Office of the United Nations High Commissioner for Refugees	[Insert Partner's name]
	UN Partner Portal Reference Number: [Insert UNPP number]

Signatures

Signed by the duly authorized signatories of the parties:

UNHCR	The Partner
Name: [Insert]	Name: [Insert]
Position: [Insert]	Position: [Insert]
Email: [Insert]	Email: [Insert]
Date: [DD/MM/YYYY]	Date: [DD/MM/YYYY]


1

Project Workplan



UNHCR fills in these sections.

- **Project title**
- **Areas of Specialization:** Select all relevant areas of specialization according to the project.

Project Workplan 

Project scope

The Project on which UNHCR and the Partner agree to collaborate and deliver is described below.

Project title	[Insert]
Areas of Specialization	<p>Select applicable area(s).</p> <ul style="list-style-type: none"><input type="checkbox"/> Cash and voucher assistance<input type="checkbox"/> Livelihoods and economic inclusion<input type="checkbox"/> Financial inclusion<input type="checkbox"/> Shelter construction and reconstruction<input type="checkbox"/> Housing, land and property<input type="checkbox"/> Food assistance<input type="checkbox"/> Distribution of supplies, including basic and domestic items<input type="checkbox"/> Warehouse and inventory management<input type="checkbox"/> Health – general<input type="checkbox"/> Water, sanitation and hygiene (WASH) in emergencies<input type="checkbox"/> Gender based violence (GBV)<input type="checkbox"/> Child protection<input type="checkbox"/> Education<input type="checkbox"/> Energy<input type="checkbox"/> Natural resources, environmental pollution and climate action<input type="checkbox"/> Energy<input type="checkbox"/> Fuel management<input type="checkbox"/> Maintenance/repair of UNHCR vehicles<input type="checkbox"/> Right of Use of UNHCR Assets <p>The Project will be implemented in accordance with the applicable standards for each Area of Specialization selected as outlined in the UN Partner Portal at https://supportcso.unpartnerportal.org/hc/en-us/sections/360011949773-Partner-Templates.</p> <p>Standard operating procedures (SOPs) may be required under the applicable sectors and Areas of Specialization selected above, which must be followed by the Partner for all relevant activities. If they are not already established, these SOPs will be developed by the Partner and approved by UNHCR.</p>


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Project Workplan



The **partner** fills in these sections.

- **Population:** Select the relevant population types benefiting from this project.
- **Accountability to affected population:** Describe how the population will be involved in this project, and the two-way feedback and response mechanism.
- **Coordination:** Describe coordination and consultation mechanisms between UNHCR, the partner and all relevant stakeholders, including alignment to UN-led appeals. Indicate partner contributions.

Project Workplan 

Population	Select all applicable population types expected for this project. <input checked="" type="checkbox"/> Refugees and asylum-seekers <input type="checkbox"/> Stateless persons <input type="checkbox"/> Returnees <input type="checkbox"/> Internally displaced persons <input type="checkbox"/> Host communities <input type="checkbox"/> Others of concern [Insert rationale]
Accountability to affected people <i>Describe how affected people have participated in the project design, and will continue to be involved throughout implementation, taking into consideration age, gender and other diversity characteristics. Describe how the project will utilize a two-way feedback and response mechanism, applicable to the project.</i>	[Insert]
Coordination <i>Describe coordination and consultation mechanisms between UNHCR and the Partner as well as with all relevant stakeholders (ex. government, UN agencies, NGOs), other relevant organizations and the broader humanitarian system, including the alignment to RRP/HRP/other relevant UN-led appeals/coordinated responses (where applicable), including involving the project's target population.</i> <i>Where applicable, you may use this space to indicate other contributions from the</i>	[Insert]

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Project Workplan



The partner fills in this section.

- **Downstream partnerships and sub-contractors:** List all known sub-contractors and further partners involved (if applicable).

UNHCR fills in these sections.

- **Outcome area:** List the outcome areas for which the partner was selected.
- **Location:** This may be aligned with expenditure organization.

Either **UNHCR** or the **Partner** may fill in these sections - once the **Financial and Results Plans** have been negotiated and agreed upon (*noting the Financial Plan must not be finalized in PROMS until the contract is signed.*)

- **Implementation period**
- **Liquidation period**
- **Duration**
- **Output statements**
- **Key activities per indicator**
- **Total budget by output (not by indicator)**

Project Workplan

partner, such as in-kind or financial contributions anticipated.

Downstream partnerships and sub-contractors
List all known sub-contractors and further partners involved, detailing their role and expected contributions.

Select applicable option.
 Not applicable
 Applicable based on the information below

[Insert]

Project details
Please use the space below to describe the activities that will be implemented under each applicable Outcome area and to specify the location(s) where these activities will be carried out.

Outcome area	Location	Activities
[Insert]	[Insert]	[Insert]

Timelines

	Start date	End date
Implementation Period	[DD/MM/YYYY]	[DD/MM/YYYY]
Liquidation Period	[DD/MM/YYYY]	[DD/MM/YYYY]
Duration (including Project Closure)	[DD/MM/YYYY]	[DD/MM/YYYY]

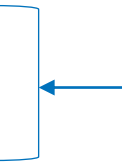
Results and resourcing
Further details have been agreed between the parties in a Financial Plan and a Results Plan, which are summarized in the table below. The Financial Plan and Results Plan are incorporated by reference in this Project Workplan.

Output	Key activities per indicator	Total budget by Output
[code]	[output statement]	[indicate currency]
	[indicator COMPASS]	[output level]
	[indicator COMPASS]	

4

Partner fills in this section.

- **Activities:** Describe the activities that will be implemented under each outcome area, and/or by location, as agreed with the operation.



Project Workplan



- UNHCR fills in these sections.**
- UNHCR Assets on loan:** List the asset ID (Cloud ERP), brief description and the date when UNHCR plans to handover the asset. All assets that will be on loan to the partner must be listed, ensuring that the 'Right of Use of UNHCR assets' is correctly ticked under **Areas of Specialization** to ensure the relevant articles apply. Please note, this does not include assets bought by the partner, either under this partnership agreement or otherwise, nor assets that have been or will be transferred to the partner's control/ownership, from UNHCR.
 - Risk assessment:** The risk assessment considers the risk ratings based on the results of an ICQ or ICA and possibly additional factors, when determining essential controls (next page).

Project Workplan

	[indicator COMPASS]	[Insert]	
[code]	[output statement]		[output level]
	[indicator COMPASS]	[Insert]	
	[indicator COMPASS]	[Insert]	
	[indicator non-COMPASS]	[Insert]	
GRAND TOTAL			[Insert]

Support

Right of use clauses in the Areas of Specialization are mandatory when UNHCR loans a partner a UNHCR Asset period. At the end of the period, the for a defined UNHCR Asset must be returned to UNHCR or itemized within the next year's project workplan.

UNHCR Assets on loan		
UNHCR Asset ID	UNHCR Asset description	Start date of loan
[Insert]	[Insert]	[DD/MM/YYYY]
[Insert]	[Insert]	[DD/MM/YYYY]
[Insert]	[Insert]	[DD/MM/YYYY]
[Insert]	[Insert]	[DD/MM/YYYY]
[Insert]	[Insert]	[DD/MM/YYYY]

Determining essential controls

Risk assessment

UN internal control questionnaire (ICQ) or UNHCR internal control assessment (ICA)	Risk rating
Project audit results <i>This refers to the partner's most recent UN project audit results and ICQ (in the last 3 years). Where there is no ICQ available from the last 3 years, refer to UNHCR's most recent ICA.</i>	Choose an item.
Additional factors <i>Include additional factors that UNHCR considered when deciding essential controls, where relevant.</i>	Choose an item.
If other, please provide details	[Insert]


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Project Workplan



UNHCR fills in these sections.

- **Essential controls:** List the essential controls to be applied given the risk assessment.
- **Reporting requirements:** Enter reporting requirements, aligned with the previous controls.

Project Workplan


Essential controls

Expected number of instalments <i>This number is aligned with the agreed Financial Plan</i>	Choose an item.
Value of the first instalment <i>As a percentage of the total value of the project when determined. This % is aligned with the agreed Financial Plan</i>	Choose an item.
Breakdown of partner personnel expenditure <i>Mark whether it will be mandatory for the Partner to submit a breakdown of personnel costs charged to the project with each Project Financial Report.</i>	Choose an item.
Budget flexibility <i>High/significant risk rating ALWAYS = 30% budget flexibility.</i>	Choose an item.

Further [DSPR/IMAS guidance](#) is available for recommended calculations to determine essential controls.

Reporting

Whilst the Project Financial Reports (PFRs) must be submitted in the format provided by UNHCR, the partner and UNHCR jointly determine the format of other reports. Where partners already carry out other relevant monitoring and reporting activities (including interagency and/or sectoral reporting), UNHCR may approve the use of the corresponding tools and formats to satisfy some of the reporting requirements below.

Report	Due dates and requirements	
PFR	A minimum of three PFRs are required for a 12-month project workplan. In case more PFRs are required, please detail within 'other' below.	Please specify any supporting documentation to be provided by the Partner with each financial report (optional).
	Reporting period end date: [DD/MM/YYYY]	[Insert]
	PFR due date: [DD/MM/YYYY]	
	Reporting period end date: [DD/MM/YYYY]	
	PFR due date: [DD/MM/YYYY]	
	Interim reporting period end date: [DD/MM/YYYY]	
	Interim PFR due date: [DD/MM/YYYY] <i>(Please choose a date before 10 Dec)</i>	


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Project Workplan



UNHCR fills in these sections.

- **Reporting requirements:** Enter reporting requirements, aligned with the previous controls.
- **Additional appendices:** List any appendices linked to this project.

Project Workplan 

	Year-end reporting period end date: [DD/MM/YYYY]	
	Year-end PFR due date: [DD/MM/YYYY] <i>(Please choose a date before 15 Feb)</i>	
Results Reports	Reporting period end date: [DD/MM/YYYY] Agreed due date: [DD/MM/YYYY]	
	Reporting period end date: [DD/MM/YYYY] Agreed due date: [DD/MM/YYYY]	
	Reporting period end date: [DD/MM/YYYY] Agreed due date: [DD/MM/YYYY]	
	End-results report period end date: [DD/MM/YYYY] Agreed due date: [DD/MM/YYYY]	
Narrative Reports	Reporting period end date: [DD/MM/YYYY] Agreed due date: [DD/MM/YYYY]	
	End-narrative report period end date: [DD/MM/YYYY] Agreed due date: [DD/MM/YYYY]	
	<input type="checkbox"/> Not applicable (in final year of PFA)	
Final Partnership Report (PFA report)	Agreed due date: [DD/MM/YYYY]	
	<input type="checkbox"/> Not applicable (in other years)	
Other:	[Specify]	

Additional appendices

Appendix	[insert]
Appendix	[insert]

7

Project Workplan



UNHCR fills in this section.

- **Data protection:** Select the applicable options under the different areas related to the particulars surrounding data processing.

Project Workplan

Data protection

This project entails the processing of Personal Data. Choose an item.
 If yes, Data Processing is:
 governed by the Data Protection Agreement (template a); or
 governed by the Data Protection Agreement (template b), in which case the following provisions apply:

Data processing particulars							
Roles of the parties	Select applicable option. <input type="checkbox"/> Controller-to-Processor (C2P) relationship - where UNHCR is the Controller and the Partner is the Processor <input type="checkbox"/> Controller-to-Controller (C2C) relationship - where the Partner and UNHCR both act as Controllers						
Please complete the following sections, depending on whether the relationship is Controller-to-Controller, or Controller-to-Processor:							
Controller-to-Controller (C2C)	<table border="1"> <tr> <td>Onward Sharing</td> <td> Choose an item. If yes, specify contracted third parties here: [insert] </td> </tr> <tr> <td>Sub-processors</td> <td> Select applicable option. <input type="checkbox"/> Not applicable <input type="checkbox"/> UNHCR authorizes the Partner engaging the following Sub Processors to process Personal Data: [insert] </td> </tr> <tr> <td>Retention</td> <td> Reasons for retention after the end of the project <input type="checkbox"/> Not applicable <input type="checkbox"/> [insert] At the end of the Project, the Partner will: <input type="checkbox"/> delete all Personal Data processed in relation to the Project. <input type="checkbox"/> return all Personal Data processed in relation to the Project. <input type="checkbox"/> not applicable – [to be determined by UNHCR in the course of the Project] </td> </tr> </table>	Onward Sharing	Choose an item. If yes, specify contracted third parties here: [insert]	Sub-processors	Select applicable option. <input type="checkbox"/> Not applicable <input type="checkbox"/> UNHCR authorizes the Partner engaging the following Sub Processors to process Personal Data: [insert]	Retention	Reasons for retention after the end of the project <input type="checkbox"/> Not applicable <input type="checkbox"/> [insert] At the end of the Project, the Partner will: <input type="checkbox"/> delete all Personal Data processed in relation to the Project. <input type="checkbox"/> return all Personal Data processed in relation to the Project. <input type="checkbox"/> not applicable – [to be determined by UNHCR in the course of the Project]
Onward Sharing	Choose an item. If yes, specify contracted third parties here: [insert]						
Sub-processors	Select applicable option. <input type="checkbox"/> Not applicable <input type="checkbox"/> UNHCR authorizes the Partner engaging the following Sub Processors to process Personal Data: [insert]						
Retention	Reasons for retention after the end of the project <input type="checkbox"/> Not applicable <input type="checkbox"/> [insert] At the end of the Project, the Partner will: <input type="checkbox"/> delete all Personal Data processed in relation to the Project. <input type="checkbox"/> return all Personal Data processed in relation to the Project. <input type="checkbox"/> not applicable – [to be determined by UNHCR in the course of the Project]						
For all Relationships (C2C and C2P), please complete the following entries:							

8

Project Workplan

Data Processing particulars

Select all applicable options.

Nature and purpose of processing:

- Gender based violence (GBV)
- Child protection
- Protection Monitoring
- Protection Case Management
- Durable Solutions
- Cash and voucher assistance
- Livelihoods and economic inclusion
- Financial inclusion
- Shelter construction and reconstruction
- Housing, land and property
- Food assistance
- Distribution of supplies, including basic and domestic items
- Warehouse and inventory management
- Health – general
- Water, sanitation and hygiene (WASH) in emergencies
- Education
- Energy
- Natural resources, environmental pollution and climate action
- Energy
- Fuel management
- Maintenance/repair of UNHCR vehicles
- Right of Use of UNHCR Assets

Other:
 [insert]

Access and user control measures: [insert]

Personal Data elements: [insert]

Storage and transfer of Personal data: [insert]

Data Protection Laws [insert]

Transfer Method

Select applicable option.
 Not applicable

Project Workplan

[insert]

Additional Information Security Measures, if any [insert]


Project Workplan



This section is at the end of all project workplan contracts, which is about the project workplan obligations and commitments.

More details/materials on other components related to the project workplan (risk register, results plan, and financial plan) can be found [here](#) for UNHCR and [here](#) for partners.

Project Workplan

 UNHCR
The UN Refugee Agency

- 1. Working together**

Signatories and communications. The signatories to this Project Workplan are authorized to act on UNHCR's and the Partner's behalf in relation to this Project Workplan. Official correspondence relating to this Project Workplan will be addressed to each party's signatory, unless otherwise delegated by the signatory.

Notices. Any formal notices which must be given under this Project Workplan (for example, to terminate) must be delivered in writing to a party's signatory.
- 2. Additional obligations for the Project**

Scope. The Partner agrees to deliver the Project in the Location and for the Population, all as set out in this Project Workplan. The Partner and UNHCR will work together to achieve any agreed results.

Appendices. The Partner will comply with the Financial Plan and the Results Plan, as well as with the terms of any additional appendices attached to this Project Workplan.
- 3. Timelines**

Duration of this Project Workplan. This Project Workplan will continue for the Duration defined above, unless terminated earlier by a party as allowed under the Agreement.

Implementation. The Partner must implement the Project within the Implementation Period.

Reporting. The Partner must deliver the reports identified above within the prescribed timeframe. The due date represents the latest possible date the Partner can submit the report.

Liquidation. During the Liquidation Period, the Partner must settle all existing financial commitments the Partner agreed to for the Project, and not agree to any new financial or other commitments.

Extensions. UNHCR will generally not agree to extend the Implementation Period or the Liquidation Period unless there are exceptional circumstances and at UNHCR's discretion. If UNHCR agrees to extend either timeline, this will be agreed with the Partner in a separate agreement in writing. Any extension request must be submitted to UNHCR's signatory before the end of November of the implementation year, for due consideration, and include a detailed explanation as to why the request should be accepted.
- 4. Data protection**

Data protection and information security capacity assessment. This assessment is only required if the Project entails the processing of Personal Data. The Partner agrees to implement the risk mitigation measures identified through this assessment.

11



Grant Agreement Contract Templates

Grant Agreement - Code of Conduct



Code of Conduct

for Organizations led by Forcibly Displaced or Stateless Persons

Introduction

Organizations or associations led by forcibly displaced or stateless persons that sign a Grant Agreement with UNHCR to implement certain activities on behalf of UNHCR, are required to commit to the core principles and values of UNHCR.

All humanitarian assistance should be guided by the fundamental principles of humanity, impartiality, neutrality and independence and UNHCR and its partners should carry out its activities to the highest ethical, personal and professional standards. UNHCR is committed to gender equality, a rights-based and community-based approach in the delivery of its services.

The Organization should ensure that all members, or personnel, are familiar with these principles and that they sign the individual undertaking.

Undertaking

Each person implementing activities under this grant agreement agrees to:

- Respect and promote the fundamental human rights of all, without discrimination of any kind and irrespective of social or legal status, race, ethnicity, nationality, religion, gender, sexual orientation, age, marital status, political affiliation or disability.
- Refrain from any involvement in criminal or unethical activities, activities that contravene human rights, or activities that compromise the image and interests of UNHCR.
- Never request the exchange of money, employment, goods or services for sexual favours or other forms of humiliating, degrading or exploitative behaviour.
- Refrain from any sexual activity with children, that is, persons under the age of 18, regardless of what the age of majority or consent locally may be.
- Never abuse authority, position or influence in the implementation of the Agreement by withholding protection, humanitarian assistance or services to beneficiaries or potential beneficiaries.
- Refrain from giving preferential treatment to certain persons or groups in order to solicit sexual or other favours, gifts, payments or any other advantage.

- Refrain from disclosing, or discussing, any confidential information about the beneficiaries of the agreement or other information obtained during the implementation of the Agreement except with the Management of the Organization or UNHCR.
- Uphold the highest standards of efficiency, competence, integrity and transparency in the provision of protection, goods and services under the Agreement.
- Perform duties and conduct private affairs in a manner that avoid conflicts of interest.

Signed by

(name)

(date)

(place)

Grant Agreement – Project Proposal, to be tailored accordingly



GRANT FOR ORGANIZATIONS LED BY FORCIBLY DISPLACED OR STATELESS PERSONS
Project Proposal Template

Project Title:	
Applicant Organization:	
Contact person/ project lead:	
Location of Implementation:	Implementation Period:
Target Population:	
Number of Direct Beneficiaries:	Number of Indirect Beneficiaries:
Estimated Budget in USD and local currency:	

A. To be filled out by the Applicant Organization

Background

Please describe the context and why this project is needed.

Indicate whether the proposed activities are new or already existing.

Additionally, please include information about how the community have been involved in generating the project proposal.

Main Objectives

Please highlight the main objectives of the project.

Target Group

Please include details about age, gender, diversity (AGD).

Main Activities

Brief explanation of the activities of the project and specification of what activities the budget is needed for, how it will be used, what supporting documents are expected per activity using budget, and who is the responsible staff member (a brief narrative and completion of below table).

Project Budget

Implementation Period	Activity Description	Type of Activity (i.e. procurement)	Implementation Modality	Budget (USD and local currency)	Supporting Documents	Responsible Staff Member
Early Dec 2022	Facilitation of workshop on GBV	Hiring of professional-facilitator	Individual contract		a. Contract b. List of participants c. Agenda	Name, position

GRANT FOR ORGANIZATIONS LED BY FORCIBLY DISPLACED OR STATELESS PERSONS
Project Proposal Template

					c. Confirmation of satisfactory provision of service
Early Dec 2022	Facilitation of workshop on GBV	Incentives for participants	Operational advance		a. List of participants incl. confirmation of receiving incentives) b. Agenda of event
					Name, position

Impact

Please describe the expected short and long-term impact, including how the activities or processes supported by the project can be sustained once the project has concluded.

Remarks

Please provide any other relevant information.

B. To be filled out by the relevant UNHCR office

UNHCR Reference number:	Output statement in COMPASS: please add description
Cost Centre and Output code:	

Capacity development and support to be provided by UNHCR:

please explain how the operation plans to support the grantee organization to help strengthen their internal capacity

Monitoring plan:

Date	Participants	Methodology (ex. Focus Group Discussion, Participatory Monitoring, etc.)	Observations

Grant Agreement - Contract



UNHCR
United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les Réfugiés

Agreement Number: [XXXXXX]
Partner's name: [XXXXXXXXXX]

[Hover over text marked in grey to see guidance on how to fill in this template]

**GRANT AGREEMENT
UNDER
THE PROGRAMME OF
THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**
(hereafter: this "Agreement")

with

the Partner

PREAMBLE:

- The Office of the United Nations High Commissioner for Refugees ("UNHCR") is subsidiary organ of the United Nations, established by the United Nations General Assembly Resolution 319 (IV) of 3 December 1949, whose objectives are established by the Statute of the Office of the United Nations High Commissioner for Refugees adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950.
- UNHCR recognizes the work and role of the Partner, identified in the Information Schedule in Section 6 of the Specific Conditions of Contract (the "Partner"), in responding to challenges and assuming a leadership role within the relevant community, and wishes to contribute financial resources and capacity-development to support the Partner's work.
- UNHCR and the Partner (each referred to as "Party" and together as "the Parties") wish to enter into a partnership based on a shared humanitarian commitment to the protection and empowerment of persons of concern to UNHCR.

THE PARTIES HAVE AGREED AS FOLLOWS:

SPECIFIC CONDITIONS OF CONTRACT

Section 1 – Partnership

This Agreement sets out the terms and conditions of the partnership between the Parties. UNHCR will provide financial resources to the Partner as specified in the Information and Signature Schedule (the "Information Schedule") in Section 6 below. The Partner accepts these financial resources to carry out activities under its own responsibility in accordance with the Project Proposal and Financial Plan.

1/4 Agreement Number: [XXXXXX]

UNHCR
United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les Réfugiés

Section 2 – Agreement Documents

This Agreement consists of (i) these Specific Conditions of Contract (the "Specific Conditions of Contract"), including the Information Schedule, (ii) the applicable General Conditions of Contract Agreements (the "General Conditions"), as identified in the Information Schedule in Section 6 below, (iii) the Project Proposal, (iv) Financial Plan (Budget) attached hereto, (v) Annex C (Code of Conduct) attached hereto, and (vi) any additional annexes specified under the item "Additional Annexes" in the Information Schedule in Section 6 below, which are incorporated herein by reference.

Section 3 – Privileges and Immunities

Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by the United Nations or by UNHCR.

Section 4 – Settlement of Disputes

The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim of the Agreement or the breach, termination or invalidity. Any dispute, controversy or claim not settled amicably within 60 days after receipt by one Party of the other Party's written request for amicable settlement, shall be submitted to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) then obtaining. The seat of the arbitration shall be based on general principles of international commercial law, and the arbitration shall be conducted in accordance with the UNCITRAL Rules. The award rendered pursuant to such arbitration shall be accepted as a final adjudication by the Parties, and the Parties hereby agree to be bound.

Section 5 – Entry into Force

The Agreement enters into force on the date it is signed by the last of the Parties. If the Parties commence activities before the date of entry into force, the Information Schedule in Section 6 below, then this Agreement shall govern the relationship between the Parties as of such date.

Section 6 – Agreement Information and Signature Schedule (the "Information Schedule")

The "Agreement Information and Signature Schedule" below sets forth the relevant information referred to in the relevant clauses of the Agreement:

Project title and agreement number

Title:	[XXXX]
Agreement Number:	YDC - Year - Partner Supplier Number [XXXXXX]

All documents related to Project activities, including correspondence, reports and financial records related to the Agreement and its implementation, shall bear this Agreement Number.

Parties

The Office of the United Nations High Commissioner for Refugees ("UNHCR") and [XXXX] (the "Partner"), both, collectively, referred to as "Parties"

2/4 Agreement Number: [XXXXXX]

UNHCR
United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les Réfugiés

Partner

PARTNER OPTIONS

Select from one of the following options:

Partner Option 1:
The Partner is a not-for-profit entity that is registered in the country where this Agreement will be performed, or, if registered in another country, authorized under the laws of the country where the Agreement will be performed to operate in that country. The Partner is established in accordance with the laws of its country of registration as an autonomous and independent entity whose purpose and activities are defined in its organization documents, a copy of which has been shared with UNHCR. The Partner holds a bank or mobile money account under its own name in the country where the Agreement will be performed.

Partner Option 2:
The Partner is a not-for-profit entity that is not registered but has provided UNHCR with proof of legal status under the laws of the country where this Agreement will be performed, including respect to the Partner's independent legal capacity to conclude contracts in its own name. The Partner holds a bank or mobile money account under its own name in the country where this Agreement will be performed. The Partner has shared a copy of its organization documents with UNHCR that describe its purpose and activities; contain a list of its members; and designate the individual authorized to represent the Partner, indicated as "Contact person" below.

Partner Option 3:
The person signing the Agreement is an individual with a legal status in the country where the Agreement will be performed (the "Principal"), representing an informal not-for-profit organization by or for displaced or stateless people that is not registered under the laws of the country of operation. The Principal has shared a document with UNHCR that describes the purpose and activities of the organization; contains a list of the individuals participating in it (the "Participants"); designates the Principal to represent, and receive funds on behalf of, the Participants; and contains a respective certificate of authority. The Principal holds a bank or mobile money account under his/her own name in the country where this Agreement will be performed. In signing this Agreement, the Principal signs on his/her own behalf and on behalf of the other Participants.

Choose an item.

Agreement Duration

Implementation start date:	[XXXXXX]
Completion date:	[XXXXXX]

Basic Descriptive Data

Budget Year:	[XXXX]
Partner Code:	[XXXX]
Goal Centre(s):	[XXXX]
Operation:	[XXXX]
Impact Area(s):	[XXXX]
Impact Statement(s):	[XXXX]
Outcome Area(s):	[XXXX]
Outcome Statement(s):	[XXXX]
Output Statement(s):	[XXXX]

3/4 Agreement Number: [XXXXXX]

UNHCR
United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les Réfugiés

Financial Contribution

Amount of the Grant:	[XXXX]
Currency:	[XXXX]

Bank Account Details – Primary Account

Bank Name:	[XXXX]
Bank Address:	[XXXX]
Name of Account (must be the official name of the partner):	[XXXX]
Account title, number and address:	[XXXX]
Currency:	[XXXX]

Reporting Requirement

Report Type:	[XXXX]
Due Date:	[XXXXXX]

UNHCR – Contact person

Name:	[XXXX]
Title:	[XXXX]
Mailing address:	[XXXX]
Email address:	[XXXX]
Phone Number:	[XXXX]

Partner – Contact person

Name:	[XXXX]
Title:	[XXXX]
Mailing address:	[XXXX]
Email address:	[XXXX]
Phone Number:	[XXXX]

General Conditions of Contract

General Conditions of Contract for Grant Agreements with Partners (version 2.0 – September 2023) available at <https://unproctosa.unproctormail.com/hc/en-us/articles/17496467430423-2023-Partnership-Agreement-Templates>

Additional Annexes

[XXXX]
[XXXX]

SIGNED IN 2 ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:

	For UNHCR:	For the Partner:
Signature:	[XXXX]	[XXXX]
Name:	[XXXX]	[XXXX]
Title:	[XXXX]	[XXXX]
Date:	[XXXXXX]	[XXXXXX]
Place:	[XXXX]	[XXXX]
	:]

4/4 Agreement Number: [XXXXXX]

Grant Agreement – GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT

FOR
GRANT AGREEMENTS
WITH PARTNERS

UNDER
THE PROGRAMME OF
THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

[English version 2.0 – September 2023]

These General Conditions form part of the Grant Agreement between UNHCR and the Partner for items specific to the Grant Agreement are contained in the Information Schedule that for Conditions (Section 6). The Information Schedule references the relevant clause of the Specific General Conditions which calls for such information and data.

For purposes of these General Conditions, the term Partner refers to the entity or person described in the Information Schedule. Unless the context otherwise clearly requires, (i) where the term "Partner" is used herein includes the Principal and the Participants, and (ii) where the term "Members" is used herein refers to the members of the not-for-profit entity, in the case of Partner Option 1 and the Principal and the Participants, in the case of Partner Option 3.

Article 1 – Agreement Term; Termination

1.1 **Agreement Term.** The item 'Agreement Term' in the Information Schedule sets out the term and completion date. The Agreement remains in effect until the completion date, unless terminated with the Agreement.

1.2 **Termination.** Either Party may terminate this Agreement by giving 30 days prior written notice. In the event of any termination under this Agreement, the Partner agrees to return any unspent funds to UNHCR.

Article 2 – Payment of Grant

2.1 **Grant.** Upon signature of the Agreement, UNHCR shall, subject to the availability of funds, transfer to the Partner in the amount and currency specified in the Information Schedule (the "Grant"). UNHCR shall make any further payments under this Agreement.

2.2 **Payment.** UNHCR shall transfer the Grant to the (bank) account specified in the Information Schedule.

Article 3 – Use of Grant; Reporting on Activities

3.1 **Use of Grant.** The Partner shall utilize the Grant in accordance with the Project Proposal and the Agreement. The Grant shall not be used for purchasing goods or services for personal use or for the activities set out in the Project Proposal needs to be approved in writing by UNHCR through letters.

3.2 **Reporting on Activities.** At the end of the Agreement Term, the Partner shall report to UNHCR on the performance under the Agreement. To this end, the Partner shall duly complete and timely submit the information as specified in the Information Schedule. The performance report shall be in the standard format specified in the Information Schedule.

Article 4 – Integrity, ethical and professional conduct



4.1 **Code of Conduct.** The Partner (including its Members) commit to the Code of Conduct and shall refrain from any activity which may be deemed inappropriate in this regard. The Partner shall ensure that the PSEA focal point is adequately trained and equipped to handle SEA allegations, and awareness-raising and capacity-building activities.

4.2 **Training.** The Parties shall ensure that the Partner's Members have undertaken appropriate training on the prevention of sexual exploitation and abuse (SEA) and fraud as well as the protection of confidential information.

4.3 **PSEA focal point.** The Partner shall appoint one of its Members as designated focal point ("PSEA focal point"). The Parties shall ensure that the PSEA focal point is adequately trained and equipped to handle SEA allegations, and awareness-raising and capacity-building activities.

4.4 **Zero tolerance for Misconduct.** The Partner and its Members shall refrain from all forms of Misconduct, including but not limited to fraud, corruption, embezzlement, SEA, sexual harassment and unauthorised Confidential Information ("Misconduct"). The Partner shall take all reasonable measures to prevent Misconduct, including by protecting persons of concern from exploitation, abuse or rights violations.

4.5 **Duty to report Misconduct.** The Partner shall promptly and confidentially inform the Office (UNHCR IGO) of any allegation of Misconduct that is brought to the Partner's attention. The Partner shall ensure that the PSEA focal point is adequately trained and equipped to handle SEA allegations, and awareness-raising and capacity-building activities.

4.6 **No conflict of interest etc.** The Partner shall inform its Members to refrain from any activity that may be perceived as having an element of conflict of interest or adversely reflecting on UNHCR. The Partner shall respect the impartiality and independence of the United Nations and shall ensure that its activities are compatible with the aim and objectives of the United Nations or the mandate of UNHCR or UNHCR shall obtain any direct or indirect benefit from the award of this Agreement, the Partner shall bring this immediately to the attention of UNHCR.

4.7 **UN-Sanctions Lists.** The Partner agrees to ensure that financial resources or any other assets of the Partner are not transferred, directly or indirectly, to individuals or entities appearing on the United Nations Security Council Sanctions Committee (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

4.8 **Observance of the law.** When performing activities under this Agreement, the Partner shall comply with all applicable laws, ordinances, rules and regulations.

4.9 **Special Termination Right.** UNHCR may terminate this Agreement with immediate effect if the Partner is in breach of any of the following circumstances:

- (a) Violation of laws, use of child labor, sexual exploitation and abuse, fraud, or other misconduct by the Partner or its Members;
- (b) The Partner or one of its Members appears on a list maintained by the United Nations Security Council Sanctions Committee; or
- (c) A violation of the Partner's obligations under this Article 4.

Article 5 – Responsibilities and Liabilities

5.1 **Responsibility of the Partner.** The Partner shall be fully responsible for its activities, and shall ensure that the PSEA focal point is adequately trained and equipped to handle SEA allegations, and awareness-raising and capacity-building activities.



5.2 **No Liability of UNHCR.** UNHCR shall bear no responsibility nor shall be held liable for any activities performed by the Partner in connection with this Agreement.

- (a) Any costs, direct or indirect, or for any levies, duties or taxes that may be levied on the Partner in connection with this Agreement.
- (b) Any activities performed by the Partner in connection with this Agreement that may be deemed inappropriate in this regard.

Article 6 – Confidentiality

6.1 **Confidential Information.** Information, whether oral, written or electronic, that is designated as such by either Party, shall be considered "Confidential Information" and shall be used only for the purposes for which it was shared. The Parties shall respect the confidentiality of all Confidential Information shared in the context of the Agreement relating to any individual or group.

6.2 **Disclosure.** The Partner shall not disclose Confidential Information without the prior written consent of UNHCR. The Partner may disclose information to the extent required by law, provided that the Partner shall ensure that the PSEA focal point is adequately trained and equipped to handle SEA allegations, and awareness-raising and capacity-building activities.

6.3 **Effectiveness and Survival.** The obligations of confidentiality set out in this Article shall survive the termination or expiration of the Agreement.

Article 7 – Personal Data

UNHCR will process all personal data supplied by the Partner or its Members in accordance with the protection framework.

Article 8 – Monitoring

The Partner shall cooperate with UNHCR monitoring and auditing the Partner's activities under the Agreement.

Article 9 – Notices

Except as otherwise agreed between the Parties, all notices and other communications under this Agreement shall be in writing (including electronic form) and shall be delivered to the "Contact person" in the Information Schedule.

Article 10 – Use of UNHCR's name, emblem or seal

UNHCR and the Partner will agree to provide visibility to their partnership, and contributions towards the activities performed under the Agreement. Otherwise, the Partner shall not use the acronym, emblem or official seal of the United Nations or of UNHCR without the written consent of UNHCR.

Article 11 – General Provisions

11.1 **Independent Parties.** The Parties acknowledge and agree that this Agreement is a grant agreement and not an employment or similar relationship under law.



11.2 **Entire Agreement.** The Agreement supersedes all prior agreements, understandings, representations, letters and negotiations between the Parties related to the subject matter of the Agreement.

11.3 **Amendment.** The Agreement can only be modified upon mutual agreement between the Parties in writing.



UN Agreement Contract Template

UN Agreement Template



7 PAGES

- Project (Activities) Basic Data
- Summary of Project (Activities)
- Summary of Deliverables
- Annex(es)
- Budget
- Costs Recovery
- Reporting
- Contributions
- Intellectual Property Rights
- Correspondence
- Amendments
- Completion Of The Project (Activities)
- Expiry and Termination of this Agreement
- Refunds of Unspent Balances
- Interest
- Data Protection
- Settlement of Disputes
- Entry Into Force and Validity
- Privileges and Immunities

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TRANSFER AGREEMENT
(hereafter referred as "TRANSFER AGREEMENT") BETWEEN

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES
(hereafter referred as "UNHCR")

AND

[XXXX]
(hereafter referred as "Recipient Agency")
(both hereafter referred as "the Parties")

UNHCR use ONLY

Agreement Number: []

Liquidation Date: i.e. 31/01/2024 (as applicable)

Project (Activities) Basic Data:

Budget Year:	[XXXX]
Operation:	[XXXX]
Cost Centre (s):	[XXXX]
Impact Area (s):	[XXXX]
Impact Statement (s):	[XXXX]
Implementer code:	[XXXX]
Outcome Area (s):	[XXXX]
Outcome Statement (s):	[XXXX]
Output Statement (s):	[XXXX]

A. SUMMARY OF PROJECT (ACTIVITIES)

Title of the Project (the "Activities")	[XXXX]
Start Date	[XXXXXX]
End Date	[XXXXXX]
Location Office	[XXXX]
Contribution (the "Contribution")	[XXXX]
Contributing Agency	United Nations High Commissioner for Refugees (UNHCR)
Recipient UN Entity	[XXXX]
Purpose	[]

B. BUDGET

The total budget for Activities is attached hereto as Annex B/Financial Plan (the "Budget").

Summary of Activities and Budget	Currency	Amount	Amount [USD]
Total programmable amount including direct costs	[XXXX]	[XXX]	[XXX]
Indirect support costs	[XXXX]	[XXX]	[XXX]
Grand Total	[XXXX]	[XXX]	[XXX]

UNHCR will not be responsible for any financial commitment or expenditure Recipient Agency that exceeds the Budget for the Activities. The Recipient UN Entity is responsible for the full implementation of the Activities in the manner set out in the present Agreement, including its Annexes. UNHCR will have no obligation to reimburse the Recipient UN Entity with any funds or to make any reimbursement for expenses in excess of the Budget as set forth herein.

C. COSTS RECOVERY

The Recipient UN Entity's support costs, determined in accordance with its policy, will be paid from the Contribution, in accordance with the Budget.

D. REPORTING

Narrative Reporting

The Recipient UN Entity will provide UNHCR with a narrative report on the progress (Activities) on a regular basis, as set below.

Reporting Period End Date	Report Type	Due Date
[XXXX]	[XXXX]	[XXXXXXXXXX]
[XXXX]	[XXXX]	[XXXXXXXXXX]

Financial Reporting

The Recipient UN Entity will provide UNHCR with the following financial reports in accordance with the Recipient UN Entity's financial regulations, rules, policies and administrative instructions.

E. CONTRIBUTIONS

The total amounts paid by UNHCR shall match the Budget amount and will be paid instalment according to the following schedule:

Reporting Period End Date	Report Type	Due Date
[XXXX]	[XXXX]	[XXXXXXXXXX]
[XXXX]	[XXXX]	[XXXXXXXXXX]

Schedule of indicative installment payment

From	To	Description	Currency	Amount

F. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing, all intellectual property rights over materials developed by the Recipient UN Entity as a result of the Activities will belong to the Recipient UN Entity.

The Contributing UN Entity will be granted by the Recipient UN Entity a perpetual, royalty-free, worldwide, non-exclusive and non-transferable license in the intellectual property that was developed by the Recipient UN Entity as a result of the Activities.

G. CORRESPONDENCE

All correspondence regarding the implementation of this Agreement will be addressed to:

UNHCR
Name: [XXXX]
Address: [XXXX]
Email: [XXXX]

Recipient UN Entity
Name: [XXXX]
Address: [XXXX]
Email: [XXXX]

Unless otherwise agreed by the UN Entities based on applicable, any interest accrued on the Contribution shall be paid to the Recipient UN Entity's policies and procedures.

H. AMENDMENTS

The present Agreement, including its Annexes, may be modified or amended only by written agreement between the two UN Entities.

I. COMPLETION OF THE PROJECT (ACTIVITIES)

The Recipient UN Entity will notify UNHCR when all activities have been completed.

The Recipient UN Entity will continue to hold any post-completion of the Activities until all commitments and liabilities have been satisfied and all arrangements brought to an orderly conclusion.

J. EXPIRY AND TERMINATION OF THIS AGREEMENT

This Agreement will expire upon satisfaction of all commitments and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either UN Entity upon written notice (30 days after receipt of this notice) if the Recipient UN Entity fails to meet its obligations under this Agreement, including its Annexes, satisfaction of all commitments and liabilities associated with the Activities.

K. REFUNDS OF UNSPENT BALANCES

Upon expiry or termination of this Agreement and follow-up report, any unspent balance from the Contribution will be refunded to the Recipient UN Entity.

L. INTEREST

Unless otherwise agreed by the UN Entities based on applicable, any interest accrued on the Contribution shall be paid to the Recipient UN Entity's policies and procedures.

M. DATA PROTECTION

The UN Entities will ensure an appropriate protection of personal data in accordance with applicable laws, regulations, rules, policies, and procedure (including the UNHCR Data Protection and Privacy Principles (available at: [www.unhcr.org/privacy-principles](#))). The UN Entities acknowledge and agree to be bound by the UNHCR Data Protection and Privacy Principles, or on behalf of the respective UN Entities concern.

N. SETTLEMENT OF DISPUTES

The UN Entities will use their best efforts to promptly resolve any dispute, controversy or claim arising out of or in connection with this Agreement, including its Annexes, or any dispute, controversy or claim which the date either UN Entity has notified the other UN Entity of the dispute, controversy or claim and of the measures which should be taken to resolve the dispute, controversy or claim. Any such dispute, controversy or claim which is not resolved by the UN Entities shall be referred to the Secretary-General for resolution.

O. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until Completion Date as stated Article A.3 or terminated in accordance with Article J above.

P. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN Entities.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

	On behalf of UNHCR:	On behalf of the UN agency:
Signature:	[XXXX]	[XXXX]
Name:	[XXXX]	[XXXX]
Title:	[XXXX]	[XXXX]
Date:	[XXXXXXXXXX]	[XXXXXXXXXX]
Place:	[XXXX]	[XXXX]



THANK YOU
