



Partnership Framework Agreement



About the Partnership

UNHCR is a subsidiary organ of the United Nations dedicated to saving lives and building better futures for millions of forcibly displaced and stateless persons.

UNHCR and the Partner each recognize that forced displacement and statelessness present complex and pressing humanitarian challenges that require a collaborative response. UNHCR and the Partner are committed to working together as equal partners to leverage their respective strengths and resources to achieve a common goal of providing protection, solutions and assistance to forcibly displaced and stateless persons.

The Partnership Framework Agreement (**PFA**) sets out how UNHCR and the Partner will collaborate and forms the basis of their partnership, based on mutual respect, trust and shared values.



Agreements

Partnership Framework Agreement. This is made up of these Partnership Terms and a PFA Cover Sheet and applies to all projects carried out at a country or regional level or involving specific projects funded by UNHCR Headquarters. It sets out:

- **terms and conditions** of the parties' collaboration and how their relationship works at an overarching level,
- **general roles and responsibilities** for each party,
- **communication and reporting mechanisms** for how the parties will communicate with each other, share progress reports and project updates, and
- **a monitoring and evaluation framework** for how the parties will monitor and evaluate a project's progress and use those findings to improve the partnership and its outcomes.

Project Workplan. This is a separate agreement that will contain information such as:

- the **scope of the parties' collaboration**, such as specific outputs of the partnership,
- what **financial and other support UNHCR will provide** to the Partner during the delivery of a project,
- the sectors, outcome areas and areas of specialization the Partner will engage in and, therefore, the standards the Partner agrees to adhere to,
- **details of a project** the Partner has agreed to deliver, and
- the Partner's **reporting requirements**.

Data Protection Agreement. In the event that the Partner processes personal data of individuals under the PFA, all processing of personal data will be governed by the terms of the Data Protection Agreement.

The Agreement

1. About the Agreement

The PFA. The Partnership Framework Agreement (**PFA**) governs the relationship between the parties at an overarching level and applies to all Project Workplans the parties may enter into under it.

Project Workplan. One or more project workplans may be entered into that describe the scope and details of a project (a **Project Workplan**) for which the Parties agree to collaborate to deliver (each, a **Project**). All Project Workplans are subject to the terms of the PFA.

The entire agreement. The Agreement (as defined in the PFA Cover Sheet) is the entire agreement among the parties. Any prior discussions or other agreements relating to its subject matter are superseded by the Agreement.

Interpretation. With the exception of the summary page that precedes this page, all defined terms in these Partnership Terms are in **bold**.

2. Working Together

Scope. The parties will collaborate on one or more Projects which will be described at a high level within the PFA Cover Sheet. Each Project will have a separate scope and will be described in detail within a Project Workplan.

Notices. Any formal notices which must be given under the Agreement must be delivered in writing to the respective signatory to the Agreement, unless otherwise indicated in writing by the signatory.

Joint monitoring and review. In the spirit of cooperation and consultation, the parties agree to engage in open and regular dialogue throughout the partnership. UNHCR and the Partner will jointly monitor a Project throughout its implementation and provide feedback to each other through review meetings, as required.

Systems. UNHCR uses a project management system called the Project Reporting, Oversight and Monitoring Solution (**PROMS**) for efficient and electronic management of partnerships and encourages its partners to register and use PROMS where possible.

Obligations

3. General Obligations

Responsible party	Obligations
All parties	<ul style="list-style-type: none"> • <u>Work together</u>. UNHCR and the Partner will carry out the Agreement in line with the Principles of Partnership – namely equality, transparency, results-oriented approach, responsibility and complementarity. • <u>Cooperate</u>. Cooperate and help each other to perform obligations under the Agreement. • <u>Replacement partner</u>. If the Partner’s activities discontinue during the Implementation Period of a Project, the Partner agrees to cooperate with UNHCR to identify a suitable organization to take over its role in completing the Project. • <u>Engage with Forcibly Displaced and Stateless Persons</u>. Involve forcibly displaced and stateless persons (as defined in a Project Workplan under the Project Scope) in the planning, monitoring, review and assessment of each Project. • <u>Support localization</u>. Support and encourage engagement with local actors and work to ensure sustainability of the project, as possible. • <u>Age, Gender and Diversity</u>: Comply with UNHCR’s Policy on Age, Gender and Diversity available on Refworld. • <u>Community-based approach</u>. Commit to a community-based protection approach and principles to encourage partnership with communities and build on their capacities to generate effective and sustainable protection outcomes. • <u>Seek additional resources</u>. If relevant and possible for a Project, look to mobilize resources, bring in additional funding, and other contributions from non-UNHCR sources.
UNHCR	<ul style="list-style-type: none"> • <u>Provide Support</u>. Provide the Partner with the support described in a Project Workplan. • <u>Collaborate</u>. Use best efforts to cooperate, engage with and support the Partner throughout the delivery and implementation of a Project. That may include securing the collaboration of other humanitarian organizations and stakeholders and liaising with host governments as needed.
The Partner	<ul style="list-style-type: none"> • <u>Areas of Specialization</u>. Comply with the conditions (available on the UNPP) as applicable to the Areas of Specialization selected in a Project Workplan. • <u>Maximize tax exemptions</u>. Maximize the use of any facilities or tax exemptions the Partner is eligible for by using the charitable status it may be entitled to when working with UNHCR. • <u>Keep UNHCR informed</u>. Notify UNHCR of any changes to confirmed or new contributions to a Project from other sources. • <u>Comply</u>. Comply with international standards and applicable law in jurisdictions where the Partner operates and the terms of the Agreement.

Warranties. The Partner warrants to UNHCR on an ongoing basis that the Partner:

- has the legal authority to enter into the Agreement,
- is registered and verified on the UNPP, and
- will provide UNHCR with complete, true and accurate information on the UNPP, during the selection process for each Project and in all reports (as described further below).

Consequences for failing to comply. If the Partner breaches its warranties or any other obligation in the Agreement, UNHCR may withhold support or terminate the Agreement, depending on the nature of the breach, in line with Article 24 below.

Funding

Applicability of funding. The following Articles in this section apply if a Project Workplan states that UNHCR is providing the Partner with funding for a Project (**Funds**).

4. Financial Plan

Financial Plan. The Partner will prepare a financial plan to deliver each Project (**Financial Plan**), which must be agreed by UNHCR and will be available in PROMS. The Partner must use all Funds solely in accordance with the Financial Plan and the Agreement.

Oversight. During a Project planning phase, the Partner agrees to provide UNHCR with information UNHCR may request in order to assess the assumptions made to prepare the Financial Plan.

Funding disclosures. By signing the Agreement, the Partner consents to all Funds provided under the Agreement to be published on UNHCR's website based on the relevant categories of the [International Aid Transparency Initiative standards](#). The Partner acknowledges that the Agreement may be published on a public website, and that UNHCR may disclose Funds in order to uphold its commitment to efficiency, transparency and accountability.

5. How Funds Are Released

First installment. UNHCR will release Funds to the Partner in installments. The amount of the first installment will be set out in the Financial Plan.

Additional installments. UNHCR will only release additional installments after receiving and verifying the Partner's periodic financial reports that describe how funds from the previous installments have been used (**Project Financial Report**). Please read Article 12 (Reporting and verification) for more information on how UNHCR does this.

Final installment. The Partner is encouraged to promptly submit its request for a final installment so that UNHCR can verify its Project Financial Report and release Funds well before the end of the Implementation Period for each Project (as defined in a Project Workplan). UNHCR will not extend Project timelines except in exceptional circumstances and at our discretion. Any such request must be submitted to the relevant UNHCR operation before the end of November, within the applicable implementation year, for due consideration, providing a detailed explanation.

Adjustments. UNHCR will decide how much will be released in each installment based on the Partner's performance of a Project up to that point, and what work is planned for the next period. UNHCR may adjust the amount of an installment if:

- UNHCR disagrees with or finds any discrepancies in a Project Financial Report,
- the Partner has not used or reported on all Funds from a previous installment, or
- it is found that the Partner owes UNHCR costs as identified by audits, investigations or other findings.

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.

6. Bank Accounts, Currency and Accounting

Bank accounts. UNHCR will pay Funds to a single bank account, the details of which will be provided by the Partner and verified by UNHCR, in a standard format. If the Partner wishes to change its nominated bank account when a Project Workplan is in effect, the Partner must submit a formal request to the country operation through that standard format.

Bank account type. The Partner's bank account type will be either:

- **Separate**, which means the Partner has a dedicated account to receive Funds from UNHCR only. In that case, it should be interest-bearing where possible, or
- **Pooled**, which means the Partner receives funding from other third-party sources in the same account used to receive Funds from UNHCR. The Partner must ensure that it has accounting practices in place that allow Funds to be properly traced and audited by UNHCR or a third party authorized by UNHCR to conduct an audit.

Currency and exchange rates. UNHCR will pay the Partner installments in the currency set out in the Financial Plan, and any expense reports that the Partner provides UNHCR must be in that same currency. When implementing a Project, it is understood that the Partner may incur expenses in a different currency. In order for UNHCR to verify and audit the accuracy of the Partner's reported expenses, the Partner is to use a single and auditable methodology to apply exchange rates and reference this methodology in its Project Financial Reports. This methodology must be:

- used for the entire duration of each Project Workplan,
- used for all Funds and any other funding provided to the Partner from third-party sources, and

- auditable by relevant statutory auditors.

Information shared with UNHCR via project audit or to be shared during the Internal Control Assessment. To avoid potential future disputes, we recommend that the Partner provides UNHCR with information about its treasury and financial practices when UNHCR conducts the Internal Control Assessment (where required). This information can include:

- methodology for mitigating risks of exchange rate and fluctuation,
- procedures for handling international money transfers, including bank transfer fees and other bank charges,
- accounting methodology (accrual or cash),
- methodology for managing contingent liabilities, including separation costs for Partner Personnel,
- approach to calculating and apportioning shared project/program costs to different funding sources,
- expenses that are categorized as Indirect Costs,
- salary scales applied to Partner Personnel, or
- approach in its chart of accounts to map budget lines and codes in the Financial Plan.

If any of the above information is publicly available, the Partner is to refer UNHCR to where it can be found. If the Partner does not have standard and auditable practices for any of the above, then UNHCR and the Partner can agree on what treasury and financial practices will apply during the Agreement.

Interest income. For the purposes of this agreement, interest income means interest earned by the Partner on funds received from UNHCR. The Partner agrees that interest income will be used for activities that are consistent with the goals of the partnership and recorded by the Partner in line with its financial rules. The Partner is not required to report to UNHCR any interest income used for such activities. The above notwithstanding, interest income will be returned to UNHCR if required by the Partner's financial rules.

Revenue from other sources. The Partner agrees to report other sources of income received by it directly as a result of this agreement, such as insurance proceeds resulting from project-related insurance claims, income generating activities and value-added tax (VAT). The partner is required to report to UNHCR with the next Project Financial Report (PFR) after receiving the revenue.

7. Using Funds

What the Partner can charge to a Project. The Partner can charge the following costs to a Project, provided they are necessary, reasonable and evidenced with receipts:

Type of cost	How much can be charged?
Direct Costs, which are the costs incurred directly when delivering a Project	100% or shared between Projects, as set out below
Indirect Costs, which are the costs incurred in managing the organization of the Partner as a whole (such as providing oversight for all activities, managing risk and ensuring compliance with relevant laws and obligations in the Agreement)	The Indirect Costs Percentage set out in the PFA Cover Sheet

Sharing Direct Costs. The Partner's methodology for calculating what Direct Costs will be charged to a Project must be transparent and applied consistently throughout a Project. It is recommended that the Partner provide UNHCR with information about the methodology it will use when UNHCR and the Partner agree on a Financial Plan, in order to avoid later disputes. The Partner may also be required to provide UNHCR or its auditors with evidence of its compliance with this methodology.

Adjusting costs based on audits. If an audit results in an adjustment to final verified Direct Costs, the Indirect Costs claimed by the Partner will also need to be adjusted. UNHCR will not carry out a verification or audit of the Partner's underlying expenses that Indirect Costs contribute to. The Partner is, however, expected to use proper internal controls to ensure that Indirect Costs charged to a Project are used for their intended purpose.

Financial Plan flexibility. When developing a Financial Plan, the Partner is expected to apply its best estimate of different costs based on the planned activities to achieve each Output (defined in a Project Workplan). UNHCR may ask the Partner to explain these plans in detail along with its cost calculations. UNHCR also understands that circumstances may change and expenses the Partner actually incurs for certain activities during implementation may differ than originally planned, in order to effectively achieve each Output.

This is generally acceptable if all expenses incurred by the Partner do not exceed the overall budget flexibility by Output, determined during UNHCR's risk assessment, within the overall Financial Plan.

Dealing with planned versus actual expenses. Any differences between planned and actual expenses must be identified in the Partner's Project Financial Reports, and UNHCR may ask the Partner to explain the reason for significant differences for any Outputs. It is therefore recommended that the Partner communicate expected significant differences to UNHCR as early as possible.

Ineligible costs. The following costs cannot be charged to a Project:

- any costs charged to another Project or non-UNHCR donor,
- losses or provision for losses due to fraud, corruption or other form of Misconduct (as defined below),
- purchases of land and buildings,
- interest on debt or other debt servicing costs,
- costs of raising unrestricted or unearmarked funding for the Partner,
- costs of gifts and donations,
- alcohol costs, and
- entertainment costs.

Pre-financed expenses. UNHCR is not responsible for reimbursing the Partner for any expenses incurred before the Start Date of a Project Workplan. Any expenses that the Partner anticipates incurring before the Start Date of a Project Workplan must be approved by UNHCR in writing before they are incurred, in order to be considered for reimbursement to the Partner. UNHCR is not 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.

8. Charging For Partner Personnel

Definition. **Partner Personnel** means any personnel the Partner has hired or engaged to perform activities under the Agreement, including employees, contractors, consultants, volunteers,

seconded, interns and agents, including forcibly displaced and stateless persons carrying out activities on behalf of the Partner.

Partner Personnel remuneration. If Partner Personnel remuneration is included in the Financial Plan, their remuneration must be consistent with comparable professions within organizations in the country of operation and paid in local currency where possible. UNHCR may request that the Partner provides evidence of compliance with these remuneration requirements.

Charging a Project for Partner Personnel. The Partner must only charge a Project for sums it is contractually obliged to pay Partner Personnel. To allow UNHCR to verify that Partner Personnel have been appropriately charged to a Project, the Partner agrees to:

- accurately and transparently record how much it charges to a Project in respect of Partner Personnel and ensure this is separate from any other funding it may have secured for Partner Personnel,
- if requested by UNHCR, provide the rules and regulations that govern the conditions of service (including remuneration) of all Partner Personnel, and
- if requested by UNHCR, provide a list within any timeframes specified in a Project Workplan of Partner Personnel who are charged to the Project and include at least their name, function and amount charged.

9. Reimbursements to UNHCR

Reimbursing UNHCR for owed amounts. The Partner must transfer UNHCR the following amounts within the timeframes set out below:

Amounts	Timeframe
<u>Taxes.</u> All duties, taxes and similar charges that the Partner charged to a Project which are reimbursed to the Partner from a governmental or other source.	As soon as they are recovered by the Partner
<u>Unspent balances.</u> Any funds the Partner received from UNHCR but have not spent.	Within 30 days after UNHCR's acceptance of the End-Project Financial Report
<u>Refunds.</u> Any Funds that UNHCR or its auditors identify as used in a way which is not compliant with the Agreement. For example, Funds which are not supported by enough evidence that they were used for a Project, or Funds that are implicated in fraud or misappropriation.	Within 30 days of UNHCR's request
<u>Other amounts.</u> Any other amounts which the Partner owes to UNHCR under the Agreement.	Within 30 days after UNHCR's acceptance of the End-Project Financial Report

Failing to transfer amounts to UNHCR. If the Partner does not transfer the above amounts back to UNHCR within the relevant timeframe, UNHCR may take all reasonable measures to recover the affected amount. This may include offsetting the amount against other amounts UNHCR owes to the Partner, including under a Project Workplan. Any amounts that the Partner fails to transfer to UNHCR by its due date will become a receivable and a debt owed to UNHCR by the Partner.

Other Support-Specific Terms

10. Procurement

Definition. **Procurement** is the overall process of acquisition of property, goods, or other products (including intellectual property), services or works, through purchase, lease, rental, or other means of contracting.

Applicability. These provisions apply if the Partner undertakes procurement activities with UNHCR funds.

Partner obligations. When undertaking procurement activities under this Agreement, the Partner agrees to:

- implement with its suppliers the principles set out in the [UN Supplier Code of Conduct](#)
- follow UNHCR's general procurement principles, as outlined in Rule 512.1 of the [UNHCR Financial Rules](#)
- implement UNHCR's recommendations, if any, to ensure compatibility of its internal procurement rules and regulations with UNHCR's general procurement principles.

Consequences of non-compliance. Non-compliance with these provisions may result in UNHCR limiting or suspending the Partner's procurement budget.

Managing procurement. UNHCR will monitor the Partner's procurement activities through verifications, internal control assessments and audits.

11. Assets

Definition. **Assets** means any goods or property which the Partner will use to implement a Project, excluding any goods or property owned by the Partner before entering into the PFA or were obtained by the Partner using funding from other third-party sources.

Assets may be:

- **UNHCR Assets** – those owned by UNHCR and loaned to the Partner by UNHCR under the Right of Use clauses referenced in the Project Workplan, and/or
- **Project Assets** – those transferred to the Partner by UNHCR or acquired by the Partner using Funds.

Applicability. This Article applies if any Assets are used to implement a Project. Any UNHCR Assets will be itemized and described in a Project Workplan along with the date of loan.

Joint responsibilities. UNHCR and the Partner will:

- agree what Project Assets the Partner will need in order to effectively complete a Project when mutually agreeing to the Financial Plan,
- ensure that any acquisition, loan and/or transfer of Assets is necessary for a Project and agreed Outputs, and

Obligations of the Partner. The Partner agrees to:

- only use Assets for the relevant Project,
- maintain an up-to-date Assets register,

- keep Assets in a good state and complete regular physical checks of Assets to ensure this. The Partner also authorizes UNHCR personnel or other third parties working on UNHCR's behalf to carry out similar checks from time to time,
- establish risk mitigation measures to prevent loss, theft or damage to Assets,
- notify UNHCR as soon as possible if Assets are in any way compromised,
- obtain prior written approval from UNHCR to use Funds to repair or replace UNHCR Assets, and
- retain Project Assets for the duration of the PFA to support the achievement of the results for which they were acquired by the Partner.

Managing acquisitions and transfers. UNHCR will monitor general Asset management through verifications, internal control assessments and periodic audits of the Partner's overall asset management policies, systems and processes.

Additional agreements. UNHCR may require the Partner to execute additional agreements in relation to Assets, such as if UNHCR transfers ownership of UNHCR Assets to the Partner or a third party.

Transferring ownership. The Partner agrees not to transfer ownership or dispose of Assets to anyone unless UNHCR agrees in writing in advance. When a Project is complete or terminated, or at any time if UNHCR requests, the Partner agrees to return UNHCR Assets to UNHCR.

Insurance. For Project Assets, when possible, the Partner will use reasonable efforts to obtain insurance to protect against damage, loss, theft and third-party liability for Assets. Insurance premiums can be charged to a Project. If the Partner cannot obtain insurance, all losses will be borne by the relevant Project. If the Partner does not obtain insurance but reasonably could have done so, or if any loss is a result of the Partner's negligence, all losses will be borne by the Partner. The Areas of Specialization described in a Project Workplan provide more detailed requirements relating to insurance for UNHCR Assets.

No diversion. The parties agree to avoid all acts that may be considered a diversion of Assets, such as redistributing Assets to individuals who may be in need but are not forcibly displaced and stateless persons.

Reporting, Records and Audits

12. Reporting And Verification

Reports. The Project Workplan lists the reports that the Partner is required to deliver and their corresponding due dates, depending on the nature of a Project. UNHCR may request additional reports on an ad hoc basis (for example, if requested by a UNHCR donor). However, UNHCR will make every effort to minimize these requests and provide as much notice as possible.

Reporting standards. All reports must be submitted on time, accurate and complete. Where UNHCR provides a format for a specific report, that format must be used.

Verifying and accepting Project Financial Reports. UNHCR will review all Project Financial Reports and notify the Partner if UNHCR disputes or has questions about their content in order to verify them. During the verification process, UNHCR may request relevant supporting documentation to clarify the content of the Project Financial Report. Once UNHCR has verified the Project Financial Report, the Partner will be notified of UNHCR's formal acceptance.

13. Record Keeping and Audits

Record keeping. If UNHCR agrees in writing that the Partner does not need to use PROMS, the Partner agrees to maintain a separate file in electronic or hard copy format that contains all essential records and documentation related to each Project (**Project File**). The content of a Project File must:

- be marked with the Project title, Cloud ERP Contract ID and PFA number,
- be accurate, complete and up-to-date, and
- not include any Personal Data (as defined in the Data Protection Agreement) of forcibly displaced and stateless persons.

Retention period. The Partner must keep a Project File for 6 years from the end of the Implementation Period of the relevant Project Workplan, including proof of payment to intended recipients and bank statements as confirmation that payment was received by the intended recipients.

Audits. UNHCR may audit the Partner during the Agreement and at any point within 6 years of the termination or expiration of a Project Workplan with regard to the:

- use or management of Funds,
- bank accounts, internal accounting and operational processes,
- achievement of expected results, and
- general compliance with the Agreement.

Audits may be carried out by anyone authorized by UNHCR. UNHCR will be responsible for all audit costs. UNHCR will inform the Partner about the outcome of an audit and provide an opportunity for the Partner to comment on the results. UNHCR may also share audit findings with other United Nations entities. UNHCR and the Partner will mutually agree an appropriate course of action based on the results. In cases where the Partner uses one of the audit firms contracted by UNHCR for Project auditing as its statutory auditor, UNHCR may agree, with the Partner and relevant auditors, to conduct a single Project field audit of the Partner. This is subject to the audit meeting UNHCR's requirements for Project audits. The Partner is responsible for informing the UNHCR operation when this situation may apply.

Cooperation. The Partner agrees to cooperate with UNHCR in a timely manner with respect to internal control assessments, audits, investigations and oversight activities conducted by UNHCR, including with respect to privacy enhancement techniques that may be required, as noted in the following paragraph. This includes making Partner Personnel and the Partner's Affiliates and sub-contractors available to UNHCR and allowing UNHCR to access relevant documentation and records, premises and Project sites at reasonable times and in a way that does not compromise the Partner's compliance with applicable laws or the safety of Partner Personnel. UNHCR may share internal control results with other United Nations entities and/or donors as required. The Partner agrees not to share results of project audits with third parties, unless expressly authorized in writing by UNHCR's Implementation Management and Assurance Service, in the Division of Strategic Planning and Results.

Documentation and Records containing Personal Data. In the event an audit requires documentation and records in the control of the Partner that contain personal data of forcibly displaced or stateless people, the Partner will, where legally permitted, make available such data using privacy enhancement techniques, including pseudonymization, as necessary and appropriate. The Partner will notify UNHCR in writing if it is not permitted to make available such data because of applicable data protection and privacy legislation, or, in the absence of such

legislation, because of the written rules and regulations on data protection and privacy that are mandatory when processing personal data.

Intellectual Property, Confidentiality and Data Protection

14. Intellectual Property

Definition. **Intellectual Property** means any patents, copyrights, trademarks, databases, products or documents and other materials (including all data collected, compiled or received by the Partner under the Agreement, including maps, drawings, plans, surveys, assessments, reports, estimates and recommendations), which bear a direct relation to or are produced, prepared or collected as a result of or in the course of performing a Project or other obligations under the Agreement.

UNHCR's ownership of Intellectual Property. UNHCR owns all Intellectual Property and other proprietary rights created under the Agreement. If requested by UNHCR, the Partner agrees to take all necessary steps, execute all relevant documents and generally assist UNHCR to secure any proprietary rights to Intellectual Property and transfer them to UNHCR. In addition, the Partner must:

- deliver all Intellectual Property and any deliverables created for a Project (excluding Personal Data elements) to UNHCR authorized officials once activities under a Project are complete, and
- grant UNHCR access to Intellectual Property that the Partner holds upon UNHCR's reasonable request and keep it confidential.

Granting the Partner a license. UNHCR understands that the Partner may want to use and share Intellectual Property created under a Project, which UNHCR wants to facilitate where possible. At the Partner's request, UNHCR may grant the Partner a royalty-free license to Intellectual Property for non-commercial use. However, granting the Partner this license is at UNHCR's discretion and there may be instances where this is not possible or additional restrictions may apply.

The Partner's ownership of Intellectual Property. The Partner owns its intellectual property and other proprietary rights that existed before the Agreement, or that the Partner may develop or acquire independently of its performance of the Agreement.

15. Confidential Information

Definitions. **Confidential Information** means any information or data that is created by, originates from, is an output of or is otherwise connected to the Agreement, a party or its Affiliates. Confidential Information may also contain Personal Data, including Personal Data of forcibly displaced and stateless persons.

Confidential Information may be disclosed orally, in writing or in electronic form:

- by a party (the **Discloser**) or on the Discloser's behalf by its representatives or Affiliates,
- to the other party (the **Receiver**), its Affiliates or Permitted Receivers.

Affiliates means any entity that directly or indirectly controls, is controlled by, is under common control with or is otherwise in the same group of entities as a party to the Agreement.

Permitted Receivers means the Receiver's Affiliates and the Receiver's or its Affiliates' officers, employees, members, representatives, professional advisors, agents and subcontractors who have a need to know Confidential Information.

Permitted Receivers shall not be precluded from disclosing Confidential Information that is:

- in the public domain not by breach of the Agreement,
- already known by the Receiver or its Permitted Receivers at the time of disclosure,
- lawfully obtained by the Receiver or its Permitted Receivers from a third party free from any confidentiality obligations,
- independently developed by the Receiver, or
- expressly indicated by the Discloser as not confidential.

Confidentiality obligations. The Receiver must:

- only use Confidential Information for the purposes for which it was disclosed,
- keep Confidential Information secure and confidential, and
- only disclose Confidential Information as allowed by the Agreement.

Responsibility for Permitted Receivers. Permitted Receivers must only use Confidential Information for the purposes of the Agreement and must agree to keep it confidential and restrict its use to the same extent that the Receiver has. The Receiver is liable to the Discloser for all acts and omissions of a Permitted Receiver that would constitute a breach of the Agreement if it were a party to the Agreement.

Respecting UNHCR's privileges and immunities. It is acknowledged that UNHCR's Confidential Information is subject to UNHCR's privileges and immunities. As a result, UNHCR's Confidential Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with, unless UNHCR expressly agrees in writing. UNHCR's Confidential Information may be disclosed if it is required by law and only to the extent required by law, however UNHCR must be first provided with sufficient written notice of any request for disclosure so UNHCR can take protective measures or other appropriate actions before a disclosure is made. UNHCR's Confidential Information shall be kept physically separated or otherwise segregated from other information to the fullest extent possible.

Other permitted disclosures. UNHCR may disclose the Partner's Confidential Information if required by the Charter of the United Nations or resolutions, rules or regulations of the General Assembly.

16. Data Protection

Data protection. To the extent that any Personal Data is processed under the Agreement, that processing of Personal Data will be governed by the terms of the Data Protection Agreement. Each party agrees to comply with its respective obligations contained in the Data Protection Agreement in relation to all Personal Data shared under the Agreement by any party.

UNHCR dataset anonymization. UNHCR may anonymize any surveys, assessments, censuses, administrative registers, studies or other similar reports, and display, share and license them for any purpose.

17. Promotion

Promotion. In the spirit of partnership, the parties agree to provide visibility and openly promote the partnership in reports, advertisements and public statements, including acknowledging details

relating to the Funds and contributions made by the Partner and UNHCR for a Project. If requested by UNHCR, the Partner agrees to do the same in relation to UNHCR donor contributions.

Use of logos. The parties may each use each other's name and logo to promote this partnership, but only with the other party's prior written approval and in a manner that is consistent with their instructions. The parties agree not to use each other's logos for any purpose that is not related to the Agreement. The Partner agrees not to alter the UNHCR logo and will display it following the UNHCR brand guidelines.

Disclaimer. The Partner must make clear that it is a separate legal entity from the United Nations and include the following disclaimer in all public communications:

"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."

Ethics And Compliance

18. Professional Standards and PSEA

Policies and processes. The Partner must establish, maintain and implement policies and processes that ensure the highest ethical and professional standards. At a minimum, the Partner must have each of the following elements in place:

- a code of conduct and a prohibition of Misconduct (as defined in Article 19),
- a complaint mechanism,
- equal opportunities and prohibition of child labor and exploitative labor,
- prohibition of sexual exploitation and abuse and the abuse of children, and
- whistleblowing protections.

The United Nations PSEA. The parties will comply with the United Nations Protocol on Allegations of Sexual Exploitation and Abuse involving Implementing Partners (No. 0742, dated 27 April 2018 and found [here](#)) (**PSEA**). If the Partner has direct contact with the Population, the United Nations Partner PSEA Capacity Assessment must be completed, and relevant capacity building exercises identified by that assessment must be outlined and agreed upon, before the Start Date of the relevant Project Workplan.

19. Misconduct

Definition. **Misconduct** means a failure by the Partner and/or Partner Personnel to adhere to the Partner's own code of conduct and relevant internal policies, which must meet the standards set by the Secretary-General's Bulletin on special measures for protection from sexual exploitation and sexual abuse (found [here](#) and referred to as the **SG Bulletin**).

Misconduct entails, inter alia, the following:

- fraud, corruption and embezzlement,
- sexual exploitation and abuse and sexual harassment,
- abuse of power, and
- the unauthorized disclosure or use of Confidential Information and Personal Data.

Zero tolerance for Misconduct. The Partner must refrain from all forms of Misconduct and take reasonable measures to prevent Misconduct, including establishing and maintaining appropriate policies and procedures to detect, prevent, report, investigate and sanction Misconduct.

Investigating Misconduct. The Partner must investigate allegations of Misconduct. When doing so, the Partner will share the outcome with UNHCR, including the identity of the subjects of any investigations where the allegations of misconduct have been substantiated. If UNHCR believes it is necessary or appropriate, UNHCR may conduct its own investigation of allegations of Misconduct by non-governmental Partners, and share its findings with the Partner. If Misconduct is found to have occurred, the Partner must immediately take all disciplinary and other actions necessary to correct this.

Duty to report Misconduct. The Partner must promptly report allegations of Misconduct implicating any Partner Personnel or Funds to the IGO at inspector@unhcr.org or through www.unhcr.org/php/complaints.php. Allegations of sexual exploitation and abuse must be reported directly to the IGO with a copy to the Head of UNHCR's Country Office. When doing so, the Partner must take care to minimize further harm to the victim(s) and follow confidentiality and data protection requirements within UNHCR's Policy on the Protection of Personal Data of Persons of Concern to UNHCR and Policy for a Victim-Centered Approach to Sexual Misconduct, in addition to any requirements communicated by the IGO.

20. Fraud Committed by Forcibly Displaced and Stateless Persons

Fraud committed by forcibly displaced and stateless persons. The Partner will exercise reasonable care to prevent, identify and address fraud by forcibly displaced and stateless persons. The Partner will follow the do-no-harm principle with respect to all suspected or confirmed instances of such fraud. Where the forcibly displaced or stateless person suspected of fraud is registered with UNHCR, the Partner will promptly refer the case to UNHCR for assessment and possible investigation. Where fraud allegations are substantiated, corrective measures cannot include deprivation of essential or life-saving assistance or services, and relevant protection risks must be taken into consideration before corrective measures are applied.

21. Exclusionary Criteria

Partner Exclusionary Criteria. To ensure UNHCR's involvement in a Project is consistent with the aims and objectives of the United Nations and mandate of UNHCR, the Partner and all Partner Personnel must not engage in any of the following **Exclusionary Criteria**:

- direct and core involvement in the manufacturing or trading of weapons,
- manufacturing tobacco or tobacco products,
- direct or indirect involvement in systematic or gross human rights abuses through operations, products or services, or
- the systematic failure to demonstrate a commitment to or meeting in practice the principles of the United Nations, including principles regarding human rights, labor, the environment and anti-corruption.

22. Anti-Terrorism and Sanctions

The United Nations sanctions lists. All resources provided under the Agreement, whether in cash or in kind, must not be used in any way:

- to support terrorist activities,
- to support an individual or entity that appears on the lists maintained by the United Nations Security Council Sanctions Committee or other relevant lists UNHCR may notify the Partner

- about, or
- that is prohibited by a resolution of the United Nations Security Council.

The Partner must inform UNHCR immediately if it becomes aware of or suspects any of the above may occur.

Personnel and Subcontracting

23. Partner Personnel

General obligations. The Partner agrees to:

- implement Projects with necessary and duly qualified Partner Personnel,
- take reasonable steps to ensure that all Partner Personnel adhere to the highest ethical standards and values of the United Nations, by having their signatures on a code of conduct,
- vet all candidates applying to become Partner Personnel, including as outlined in the relevant minimum standard from the United Nations Partner PSEA Capacity Assessment,
- have written agreements with all Partner Personnel that comply with applicable law, international labor standards in respect of decent working conditions and the Agreement. The Partner is solely responsible for Partner Personnel and all costs of engaging them, including their salaries, wages or other benefits (such as social security, extra-time, taxes, allowances, travel costs, daily subsistence allowance, termination costs, retrenchment, insurance or otherwise), and
- ensure that Partner Personnel do not ask for or accept instructions in relation to any Project from an external authority, except if required by law (in which case, the Partner will notify UNHCR).

No contractual link. Nothing in the Agreement creates any legal relationship between Partner Personnel and UNHCR. UNHCR is not responsible for Partner Personnel or their remuneration, employment terms, engagement or termination or any other benefits.

Prevention training. The Partner must ensure that Partner Personnel have successfully completed appropriate training on the prevention of sexual exploitation and abuse and the protection of human rights of refugees and other persons of concern. At a minimum, this training must include all requirements described on the SG Bulletin and PSEA. If the Partner does not have its own training program, it can use materials available on the UNPP. The Partner will provide UNHCR with evidence of regular trainings given to Partner Personnel within 90 days of the Start Date noted in the PFA Cover Sheet.

Conflicts of interest. The Partner undertakes:

- that neither it nor Partner Personnel have been or will be offered any direct or indirect benefit arising from the Agreement,
- to inform Partner 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.

24. Subcontracting and Assignment

Subcontracting. UNHCR welcomes the Partner to collaborate with other local or international organizations to deliver a Project successfully and best serve forcibly displaced and stateless persons. However, written consent from UNHCR is required, or details of such subcontracting is

explained within the Project Workplan, before the Partner can subcontract any of its obligations under the Agreement and the Partner must ensure that the subcontractor will add value to the implementation and delivery of a Project. Any agreement between the Partner and approved subcontractors must include provisions similar in substance to Article 8 and Articles 18 through 23 of this Agreement (Ethics and compliance). The Partner is responsible and liable to UNHCR for the subcontractor’s performance.

Assignment. The Partner must not assign the Agreement or any of its rights or claims under the Agreement without prior written authorization from UNHCR. If the Partner assigns or otherwise disposes of its rights or claims under the Agreement without first obtaining UNHCR’s prior written authorization, it will not be binding on UNHCR.

Termination

25. Termination

Termination. The parties may terminate the PFA and/or a Project Workplan by giving written notice to the other party as set out below:

Reason for termination	Who can terminate?	When will termination be effective?
<u>Convenience.</u> For any reason and at any time.	UNHCR or Partner	90 days after notice is given
<u>Significant change in mandate.</u> If UNHCR’s mandate, funding abilities or activities significantly change or reduce which makes continuing the partnership no longer possible.	UNHCR	30 days after notice is given
<u>Non-performance.</u> The material non-performance of a party which is remediable but has not been remedied within 60 days of receiving notice of its non-performance from the other party.	UNHCR or Partner	7 days after termination notice is given to the non-performing party
<u>Data Protection Agreement.</u> If a breach of the Data Protection Agreement has been committed by the Partner or Partner Personnel, the Partner must promptly inform UNHCR as soon as such breach comes to the attention of the partner.	UNHCR	Immediately, as soon as notice is given
<u>Additional grounds.</u> If any of the following are committed by the Partner or Partner Personnel, the Partner must inform UNHCR immediately: <ul style="list-style-type: none"> • a breach of any requirement in Articles 18 through 24 (<i>Ethics and compliance</i>) • a violation of any obligation under Article 22 (“Anti-terrorism and Sanctions”) or if a Partner or Partner Personnel is listed in a UN Security Council Consolidated Sanctions list 	UNHCR	Immediately, as soon as notice is given

<p>(https://www.un.org/securitycouncil/content/un-sc-consolidated-list),</p> <ul style="list-style-type: none"> • violation of laws, incompatibility with any United Nations Resolutions, or other unethical behavior such as the use of child labor, sexual exploitation and abuse, fraud or corruption, • a breach of the Agreement that damages or may damage the credibility or reputation of UNHCR, • a breach of the Partner's warranties described in Article 3 under the heading "Warranties", or • the Partner becomes bankrupt or subject to any type of insolvency, liquidation or receivership proceeding or event. 		
--	--	--

Obligations following termination or expiry. When a Project Workplan or the Agreement is terminated or expires, the following obligations apply:

Responsible party	Obligations
All parties	<ul style="list-style-type: none"> • <u>No adverse impact.</u> Strive to ensure that there is no adverse impact on forcibly displaced and stateless persons, including by developing a joint action plan to make sure of this. • <u>Confidential information.</u> Return or destroy (at the Discloser's option) Confidential Information.
The Partner	<ul style="list-style-type: none"> • <u>Orderly conclusion.</u> Take immediate steps to conclude any Project activities in an orderly way while also keeping expenses to a minimum. • <u>Financial and contractual commitments.</u> Do not agree to any new financial or other commitments, settle all existing financial obligations within the timelines set by UNHCR and conclude and settle any contracts the Partner has in place. • <u>Outstanding works and Partner Personnel.</u> Transfer all completed or partly completed deliverables to UNHCR and withdraw all Partner Personnel. • <u>Reporting.</u> Deliver all reports by their due dates. • <u>Transfer Funds.</u> Transfer Funds and other amounts due to UNHCR by their due dates.

Survival. After the termination or expiry of the Agreement, all Articles that are intended to survive will remain in full force and effect. That includes, but is not limited to, Articles 7 (*Using Funds*), 9 (*Reimbursements to UNHCR*), 12 (*Reporting and verification*), 15 (*Confidential information*), 16 (*Data protection*), 25 (*Termination*), 28 (*Liability and responsibility for claims*) and 29 (*Dispute resolution*).

How The Parties Will Manage Changes

26. Change Management

Changes to UNHCR policies. UNHCR will notify the Partner of any material change to its policies or documents that are described in the Agreement (including the Areas of Specialization). The Partner can inform UNHCR of any difficulties in complying with the changes within 30 days of receiving notice about the change. The parties will work in good faith to try to find a way forward, which may involve UNHCR agreeing to amend the Agreement. However, if the parties cannot find a suitable way forward, either party can terminate the Agreement by providing the other with 30 days' prior written notice.

Changes in conditions. The Partner agrees to notify UNHCR immediately if any of the following changes occur, so UNHCR can consider the impact it may have to a Project and either adapt or discontinue its participation in a Project. UNHCR will consult with the Partner on the best way to proceed if possible:

- a change to the number of forcibly displaced and stateless persons, or
- a change to other conditions that reduces or increases the need for UNHCR assistance.

Amendments. Any amendments to the PFA Cover Sheet and/or to the Project Workplan must be mutually agreed and signed by the parties.

27. Force Majeure

Definition. A **Force Majeure Event** is 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 which arise from causes beyond the Partner's control and without fault or negligence on the part of the Partner. A Force Majeure Event does not include any acts, unrest, harsh conditions or operational constraints that were already in existence or were reasonably foreseeable at the time a Project was started.

Dealing with a Force Majeure Event. If a Force Majeure Event occurs, the Partner must notify UNHCR in writing as soon as possible and provide details of the Force Majeure Event and a description of the impact on a Project. If the Partner is unable to perform its obligations under the Agreement in whole or in part because of a Force Majeure Event, the parties will promptly discuss an appropriate action to be taken, which may include terminating the Agreement. If the parties cannot reach an appropriate course of action after a Force Majeure Event has continued for 14 days, either party can terminate the Agreement by providing 5 days' prior written notice to the other party.

Responsibilities for Claims

28. Liability and Responsibility for Claims

No liability. UNHCR is not liable to the Partner for:

- any claims arising from the activities the Partner performs under the Agreement,
- any claims brought by Partner Personnel for death, bodily injury, disability, damage to property or other hazards that may be suffered directly as a result of their activities for a Project, or
- for making payments to the Partner for work or services performed by the Partner after the expiry or termination of a Project Workplan or the Agreement, unless UNHCR otherwise agrees in writing.

The Partner's responsibility for claims. The Partner is responsible for dealing with all claims brought against it by Partner Personnel that arise from this Agreement, and for all claims brought against UNHCR and UNHCR personnel in relation to the Partner's or the Partner Personnel's performance or non-performance under the Agreement.

UNHCR's responsibility for claims. UNHCR is not responsible for dealing with any third-party debts, damages or claims brought against UNHCR which directly arise from the Partner's implementation of a Project or use of Assets.

Dispute Resolution

29. Dispute Resolution

Amicable settlement. The parties agree to use best efforts to amicably settle any dispute, controversy or claim arising from the Agreement. If the parties mutually agree to seek such an amicable settlement through conciliation, the conciliation will use the then-current Conciliation Rules of the United Nations Commission on International Trade Law (**UNCITRAL**), or other procedure to which the parties may agree in writing.

Arbitration. If the parties are unable to settle a dispute, controversy or claim arising from the Agreement amicably within 60 days of a party receiving a request from the other party for amicable settlement, either party can refer the matter to arbitration and use the UNCITRAL Arbitration Rules to resolve it. This means:

- the decisions of the arbitral tribunal will be based on general principles of international commercial law,
- the arbitration will take place in Geneva,
- the proceedings will be conducted in English,
- the arbitral tribunal will be able to order:
 - either party to return or destroy any property (including Confidential Information),
 - the termination of the Agreement,
 - other protective measures be taken, or
 - a party to pay simple interest to the other party, however any simple interest order will not be less than 0% and not exceed the then-current Bank of England base rate,
- the arbitral tribunal will not have the authority to award punitive damages, and
- the decision made by an arbitral tribunal will be final and binding on the parties.

Limitation of actions. Arbitral claims arising from the Agreement must begin within 3 years of the cause of action.

Privileges And Immunities

30. Privileges And Immunities

No waiver by UNHCR. 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).

General

31. General

Independent legal status. The parties are independent legal entities, and nothing in the Agreement creates a partnership, agency, joint venture, employment or similar relationship under law. In any agreements the Partner enters into with third parties, it must be clear that the Partner is:

- a separate legal entity from UNHCR,
- acting as an independent organization with its own governance structure, and
- not acting as the agent of UNHCR or representing UNHCR in any way.

Third parties. No one other than a party to the Agreement has a right (under statute or otherwise) to enforce or benefit from any of its terms.

Electronic signing. The Agreement may be signed electronically in counterparts, each of which is an original, and altogether constitute one and the same Agreement.

Languages. UNHCR can provide official versions of the Agreement in English, French or Spanish. Any other translation of the Agreement is unofficial, and it should be clearly labelled as unofficial. The English, French or Spanish version will prevail if its terms conflict with those of any unofficial translation.

Annex A – Reporting

This Annex provides a description of the reports the Partner may be asked to deliver if the parties enter into a funded partnership. The specific reports the Partner will be required to deliver will be set out in the relevant Project Workplan.

Report	Definition
Project Financial Report	A report evidencing how Funds from the previous installment have been used. An interim project financial report is shared with UNHCR by the due date agreed in the project workplan, no later than the 10 th of December. The end-project financial report is delivered by the due date agreed in the project workplan, at the latest by the 15 th of February following the year of implementation.
Results Report	Reported results against the indicators and targets planned, in the data collection format or platform agreed with the operation. The end-results report is shared with UNHCR by the due date agreed in the project workplan, no later than the 31 st of January following the year of implementation.
Narrative Report	A report describing any amendments, alongside overall progress to achieving planned results. This describes the participation and accountability to forcibly displaced and stateless persons throughout the duration, and lessons learned. The end-narrative report is delivered by the due date agreed in the project workplan, at the latest by the 15 th of February following the year of implementation. This is superseded by the Final Partnership Report at the end of the PFA.
Final Partnership Report	Provided at the end of a PFA, this utilizes the Common Reporting Template for partners to complete 10 questions surrounding the final year of the PFA and general partnership. The Final Partnership Report is delivered by the due date agreed in the project workplan, at the latest by the 15 th of February following the year of implementation.
Project Partner Personnel Report (where required)	A list of Partner Personnel charged to the Project including (as a minimum) their name, function and amount charged.