

## Areas of Specialization

These Areas of Specialization form part of the project workplan between UNHCR and the partner.

### Cash and voucher assistance

The partner shall establish procedures, criteria, and financial controls for cash assistance in accordance with UNHCR policy and in consultation with UNHCR, *inter alia*:

- a. Appropriate documented controls and procedures in the form of a standard operating procedure (SOP), including assigning authorized signatories on key steps of the implementation process such as the generation of distribution lists, authorizing and releasing payments, and reconciliation. A template is made available.
- b. A system or a manual process for tracking, recording and reporting transactions, including statements of fees for FSP services, and evidence of the release to and receipt by the beneficiary of the cash assistance, card and PIN, SIM, bank account, or other where feasible.
- c. The latest information on distribution statistics, including a summary statement with the periodic Performance Report.
- d. A monitoring system for cash assistance to ensure compliance with the agreed procedures, principles, risk analyses and proper end-use of transfer, including participation in on-site distribution and post-distribution monitoring activities.

### Livelihoods and economic inclusion

The partner shall:

- a. Be guided by the policies, principles and objectives set out in UNHCR's Refugee Livelihoods and Economic Inclusion Global Strategy Concept Note, available at: <https://www.unhcr.org/publications/operations/5bc07ca94/refugee-livelihoods-economic-inclusion-2019-2023-global-strategy-concept.html> and UNHCR country-specific livelihoods strategy where these exist.
- b. Be guided by the Global Compact on Refugees and relevant SDGs to advance refugees' livelihoods and economic inclusion together with UNHCR, government counterparts, development actors, private sector and other relevant actors.
- c. Be guided by the Guiding Principles on the Access of Refugees and Other Forcibly Displaced Persons to the Labour Market available at: [https://www.ilo.org/wcmsp5/groups/public/---ed\\_protect/---protrav/---migrant/documents/publication/wcms\\_536440.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_protect/---protrav/---migrant/documents/publication/wcms_536440.pdf).
- d. Ensure livelihoods programmes are market based and sustainable, focusing on rights and access to (decent) employment and/or self-employment, land and inclusion in relevant services and designed through guidance from the Minimum Economic Recovery Standards (MERS), a Sphere Standards companion available at: <https://handbook.spherestandards.org/en/mers#ch001>.
- e. Monitor livelihoods interventions to measure their impact. Where applicable, it is suggested that data on indicators of focus for UNHCR livelihoods is collected by consulting the Results-Based Management framework and the Livelihoods Information System, or the Self-Reliance Index, available at: <https://www.refugeeselfreliance.org/sri>.
- f. Ensure livelihoods programmes are inclusive and considered throughout all phases of displacement; during emergencies, following emergencies, and towards a transition to durable solutions. Self-reliance should be advocated for and supported whether forcibly displaced and stateless people will return home, be resettled or locally integrated.

### Financial inclusion

For financial services, be guided by these key documents:

- i. The principles and standards described in "Serving Refugee Populations: The Next Financial Inclusion Frontier" available here: <https://sptf.info/images/Guidelines-for-FSPs-on-serving-refugee-populations-March2017.pdf>.
- ii. "Roadmap to the Sustainable and Responsible Financial Inclusion of Forcibly Displaced Persons" available here: [https://www.afi-global.org/wp-content/uploads/2020/07/Roadmap\\_FI-of-FDPs\\_122019\\_0.pdf](https://www.afi-global.org/wp-content/uploads/2020/07/Roadmap_FI-of-FDPs_122019_0.pdf).

- iii. "A policy framework for Financial Inclusion of Forcibly Displaced" available here: <https://www.afiglobal.org/wp-content/uploads/2022/09/Towards-Inclusive-Financial-Services-Financial-Capability-and-Financial-Health-for-All-A-Policy-Framework-for-the-Financial-Inclusion-of-Forcibly-Displaced-Persons.pdf>.

Specific to microfinance and the set-up of revolving loan funds: prior to establishing a revolving loan fund, UNHCR shall assess whether forcibly displaced and stateless people have access to or can be included in existing credit modalities from formal Financial Service Providers (FSPs) like banks or accredited microfinance institutions, or through savings groups. In cases where inclusion in existing services is not possible or insufficient, UNHCR and the partner may consider setting-up a revolving loan fund.

#### Management of Fund

The partner shall:

- a. Manage the fund in compliance with the objectives of the Project and the UNHCR operation and in consultation with UNHCR, following guidance in "Investing in Solutions: A Practical Guide for the Use of Microfinance in UNHCR Operations" (2011) available here: <https://www.unhcr.org/4eeb17019.html>.
- b. Not disburse any loans to forcibly displaced and stateless people before a separate agreement based on a UNHCR template (Agreement on the Transfer of a Grant pertaining to UNHCR Revolving Loan Funds, see page 66 of above guidance) has been concluded with UNHCR.
- c. Not use the loan repayments for any other purpose than that provided for in the project workplan establishing the loan fund, unless with the written approval of UNHCR.
- d. Any interest income accrued 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.

#### Ownership and Handover

The partner shall:

- a. Conclude a separate agreement based on a UNHCR template (Agreement on Transfer of a Grant Pertaining to UNHCR Revolving Loan Funds) in order to obtain ownership of the funds that are part of the agreement. Until such date, the funds remain the property of UNHCR.
- b. Not change the purpose of the fund unless justified by a careful assessment involving all co-funders.

#### **Shelter, construction and reconstruction**

- a. The partner shall implement construction activities involving the agreed construction or rehabilitation of family housing, buildings, infrastructure, civil and other works referred to in the project workplan. The project description should include (a) a detailed Scope of Works, (b) a Schedule of Works, (c) Technical Specifications, (d) Bill of Quantities (BoQs) and (e) a full set of Technical Drawings following the national or international standards and including structural details, plans, sections and elevations, as applicable, ("the supporting documents").
- b. Housing, Land and Property rights need to be considered by the partner before commencing any activity.
- c. The partner shall not make any changes to the project workplan and the supporting documents without UNHCR approval.
- d. The partner shall inspect and examine the Site(s), its surroundings, examining sub-surface, soil, hydrological and environmental conditions which may affect the duration and cost of any construction work. The partner shall be responsible for the correct positioning of the Works, in accordance with the project workplan and supporting documents, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
- e. The plant and materials for the construction and the completed works shall be recorded as Property and Goods.
- f. The partner shall ensure that the works shall be performed in accordance with the highest professional and technical standards and practices also in line with local building codes, norms and standards.

- g. The partner shall comply with Inter Agency Standing Committee (IASC) Guidelines for Integrating GBV Interventions in Humanitarian Action and adapt and implement interventions across all aspects of programming (<https://interagencystandingcommittee.org/working-group/iasc-guidelines-integrating-gender-based-violence-interventions-humanitarian-action-2015>).
- h. The construction works shall be performed subject to the conditions referred to in the project workplan, and the following conditions, as applicable:
- Environmental sustainability measures shall be implemented, to the extent possible, from the initiation to the finalization of the works. Environmental impact of construction works onto local habitat and natural resources shall be minimized, including sustainable sourcing of materials, optimized design for minimum use of materials while ensuring overall functionality and structural stability, minimal generation of waste, reduction of air (e.g., dust) and noise pollution, etc. Partner is expected to contribute to achieving the expected outcomes of the Operational Strategy for Climate Resilience and Environmental Sustainability 2022-2025 (<https://www.unhcr.org/protection/environment/61b771964/operational-strategy-climate-resilience-environmental-sustainability-2022.html>). Partners are also encouraged to use the Shelter and Sustainability guidance (<https://sheltercluster.org/resources/documents/unhcr-shelter-and-sustainability>) as well as the Green Companion (<https://www.unhcr.org/media/green-companion>)
  - The partner shall ensure that works are executed (a) with due care, diligence and sufficient staffing; (b) with all labor, materials, equipment, transportation and other facilities necessary to complete the Works; (c) in accordance with recognized good practice; (d) using non-hazardous material and safely disposing of waste; (e) with full responsibility for the adequacy, stability and safety of all Site(s) operations and methods of construction during and after the Works and with no risks for staff and users; (f) by the date specified in the project workplan.
  - If required by the project workplan, liquidated damages shall be payable for any delay in completion.
  - Except for any reasonable initial down payment according to the prevailing local practice, payments to partners' contractor(s) are made only based on work performed and/or milestones completed. Initial down payments may need to be considered, for example, to mobilize/rent equipment and machineries, manpower, construction materials, appliances, etc.
  - Any changes to the supporting documents during the execution of Works will need to be approved by UNHCR. Following UNHCR approval, all supporting documents must be amended to reflect the approved changes.
  - Completion of the works shall be subject to UNHCR acceptance in accordance with the technical specifications and quality standards specified in the project workplan and following a physical technical inspection by UNHCR.
  - Substantial and Final completion should be undertaken in accordance with the relevant clauses in the UNHCR's General Conditions of Contract for Civil Works (<https://www.unhcr.org/rw/wp-content/uploads/sites/4/2020/04/General-Conditions-of-Contract-for-Civil-Works.pdf>).
  - When the partner notifies UNHCR that the works have been completed, all relevant stakeholders will carry out an inspection and may generate a defect list. The partner must fulfil its responsibility to repair and fix the defects without increase to the financial plan. Once major defects have been addressed, the Works may be handed over. The defects liability period shall be 12 months unless otherwise agreed between the Parties, in consideration of the size and complexity of the construction and other factors. A final technical inspection should be carried out following the defects liability period to ensure that no additional defects have evolved and that all outstanding works have been completed.
  - Aggregate amounts due on or by completion of the works shall not exceed 90% of the total contract price, with the balance of 10% withheld as a retention that shall not be paid until the defect liability period is over and satisfactory completion of all work and remedy of all defects has been accepted. Initial down payments shall be deducted from subsequent payments.
  - A delivery document shall be signed between the partner and its contractor(s), indicating the date of the handover to the partner and certifying satisfactory completion in conformity with the contract requirements (including approved plans, technical specifications and quality standards). If, in exceptional circumstances, delivery is accepted prior to satisfactory completion, the delivery document shall provide a clear justification for the exceptional circumstances, as well as detail all outstanding work to be performed for satisfactory completion and the date when such works shall be finished. The delivery document shall state the

- commencement date of the defects liability period (either the date of handover or, if outstanding work is to be performed, the date of performance and acceptance of such work, whichever is later).
- To facilitate the final handover of the Works after Completion from the partner to UNHCR, and local entities, if relevant, a dated delivery document shall be signed certifying the satisfactory completion in conformity with the project description. The delivery document shall state the commencement date and the duration of the defects liability period. This delivery document shall enable the intended use/function of the completed Works.
  - The partner shall have the right to enter into a replacement contract if the contractor is, for any reason, unable to fulfill his/her obligations under the contract or if he/she delays or neglects to complete the building within the time prescribed and fails to proceed with such work. Before entering into a replacement contract, the partner shall obtain the prior written approval of UNHCR.
- i. With respect to payment of retained amounts, one of the following options may be selected by the parties: (i) partner refunds the retained amount and UNHCR and the partner enter into a project workplan in the subsequent year, in which UNHCR allocates funds to cover the withheld guarantee amount after satisfactory verification of compliance by the contractor with the retention conditions; or (ii) partner reports the retained amount in the current year and simultaneously establishes a bank bond that would only be released by the consent of UNHCR in writing to the issuing bank upon satisfactory verification of compliance by the contractor with the retention conditions.
  - j. Unless otherwise agreed on a case-by-case basis, and in accordance with local practice and the availability of appropriate insurance, the partner will ensure that all buildings for which the overall final construction or rehabilitation cost shall exceed USD 20,000 (per building including appliances, connected works and services, etc. as applicable to the project scope), or its equivalent in local currency at the applicable United Nations official rate of exchange, are at all times during the course of construction kept adequately insured with a company of good reputation in the full value thereof against loss or damage by fire, lightning, flood, storm or such other hazards as may be considered advisable, until all work has been completed, or in those cases where a contractor is employed, until such time as the building has been formally handed over by the contractor. Thereafter, and for as long as the building is being used for the purposes of the Project, similar insurance coverage shall be maintained in the full replacement value thereof at the end user's own cost, unless otherwise agreed.
  - k. The partner shall consult with UNHCR, at least 90 days prior to the end of the implementation period, on the future use of all such buildings thereafter. Under no circumstances shall such buildings be disposed of or earmarked for disposition without prior approval of UNHCR.

## **Housing, land and property**

UNHCR partners selected towards the delivery of HLP services will hereinafter be bound by the following terms:

- a. The partner shall assess the local housing, land and property (HLP) situation prior to the commencement of all land-based activities – whether for the purposes of shelter and/or general construction, installation of service roads, upgrade of rights of way, allocation and delimitation of agricultural plots, etc.
- b. The partner shall provide UNHCR with a comprehensive situational assessment, defining any policy, legal, regulatory, institutional and/or other barriers towards the provision or improvement of communal or individual tenure arrangements;
- c. The partner shall provide UNHCR with detailed situational guidance towards the resolution of HLP issues – outlining/ mapping the requisite customary or statutory procedures and local mechanisms for remediation, with estimations of timelines and potential challenges and/or risks;
- d. The partner shall prepare a 'Plan of Action' for addressing the aforementioned HLP issues, and shall provide technical assistance and substantive backstopping towards the implementation of said 'Plan of Action' as approved by and in close consultation with UNHCR;
- e. The partner shall prepare and administer a detailed logical framework and monitoring and evaluation plan for tracking and assessing progress, outcomes and impact of the aforementioned 'Plan of

- Action', with a focus on facilitating documentation of tenure (where local traditions permit) and improved perceptions of tenure security among beneficiary communities and/or households; and
- f. The partner shall be bound by these, and other context-specific technical and quality assurance requirements as determined by and agreed with UNHCR.

### **Food assistance**

Select if the distribution of food is applicable to the project workplan.

The partner shall:

- a. Where the World Food Programme (WFP) provides and/or supports the distribution of food assistance, comply with the terms stated in the signed "Tripartite Agreement between UNHCR, World Food Programme and the partner on the Distribution of Food Assistance", particularly Annex 1 on General Conditions and other relevant agreements on data sharing and targeting of assistance including the Global UNHCR WFP Data Sharing Agreement (2018), Joint Targeting Principles (2018) and Joint Targeting Guidelines (2020). All of these are available on the website of the Joint UNHCR-WFP Targeting Hub: [Documents - WFP-UNHCR Joint Hub \(wfp-unhcr-hub.org\)](https://www.unhcr.org/operations/615ed26d4/sop-warehouse-inventory-management-unhcr.html).
- b. Monitor the distribution of food effectively in order to ensure compliance with the agreed procedures and principles, and actively participate in post-distribution monitoring activities aimed at assessing the end-use of food items, as well as the recipients' perspectives on the distribution process and the quality of the food items they received.

### **Distribution of supplies, including basic and domestic items**

The partner shall:

- a. Provide a non-food items (NFI) distribution plan that includes the current stock availability, when requesting the release of NFIs from UNHCR. As part of the same request, the partner shall also provide a distribution list that is aligned to the standards and principles of UNHCR's General Policy on Personal Data Protection and Privacy, and the Policy on Information Security.
- b. Ensure that the NFI distribution is free of any charge for the targeted populations and the distribution site is secure and safe for all stakeholders to conduct the distribution.
- c. Consult with UNHCR before distributing any other item that is not part of the agreed assistance package.
- d. Meet the reporting requirements that are stipulated in the agreement, conforming to the set frequency and presenting results against the agreed targets.

### **Warehouse and inventory management**

The partner shall implement the warehouse and inventory management activities described in the project description in accordance with the "Warehouse and Inventory Management Standard Operating Procedures" <<https://www.unhcr.org/protection/operations/615ed26d4/sop-warehouse-inventory-management-unhcr.html>>.

### **Health – general**

The partner shall:

- a. Comply with the objectives of universal health coverage to enable refugees to access the essential promotive, preventive, curative, palliative, and rehabilitative health services they need, at an affordable cost and of sufficient quality to be effective. These services should be implemented through a primary health care approach and adhere to relevant UNHCR policies and guidance for the implementation of public health programmes, including:

- i. UNHCR Global Public Health Strategy  
<https://www.unhcr.org/publications/brochures/612643544/unhcr-global-public-health-strategy-2021-2025.html>
  - ii. Essential medicines and medical supplies guidance  
<https://www.unhcr.org/protection/health/527baab09/unhcrs-essential-medicines-medical-supplies.html>
  - iii. Guidelines for referral health care in UNHCR country operations  
(<https://www.unhcr.org/media/guidelines-referral-health-care-unhcr-country-operations>);
  - iv. The establishment of laboratories in UNHCR supported primary health care facilities  
(<http://www.unhcr.org/4f707fd49.html>).
  - v. Epidemic preparedness and response in refugee camp settings  
(<http://www.unhcr.org/4f707f509.html>).
  - vi. UNHCR Policy Statement on HIV Testing and Counseling in Health Facilities  
(<http://www.unhcr.org/4b508b9c9.html>).
  - vii. UNHCR operational guidance for Mental Health and Psychosocial Programming (MHPSS)  
(<http://www.unhcr.org/525f94479.html>).
  - viii. UNHCR, WHO and UNFPA guidance for clinical management of rape and intimate partner violence survivors: developing protocols for use in humanitarian settings  
(<https://www.who.int/publications/i/item/9789240001411>).
  - ix. Principles for ensuring access to health care in urban areas - Operational Guidance on Refugee Protection and Solutions in Urban Areas  
(<http://www.unhcr.org/4e26c9c69.html>) for partners supporting access to healthcare out of camps.
- b. Partners with a medical referral budget must accurately report on referrals (numbers, costs and outcomes) and ensure compliance with the guidance (a. iii) and country standard operating procedures. UNHCR's medical referral database (MRD) should be used where relevant.
  - c. Ensure that basic clinical mental health care is made available at every health care facility. At minimum this includes that general health care workers are trained and supervised to assess and manage priority mental health conditions. Where possible, psychological interventions must be made available for people impaired by prolonged distress and community mental health activities be implemented. For detailed guidance, see:
    - i. UNHCR operational guidance for Mental Health and Psychosocial Programming in refugee settings  
(<http://www.unhcr.org/525f94479.html>).
    - ii. Mental Health and Psychosocial Support Minimum Service Package (2022)  
(<https://mhpsmsp.org/en>).
  - d. Ensure that the [Minimum Initial Service Package \(MISP\) for SRH in Crisis Situations \(unfpa.org\)](https://www.unfpa.org/publications/minimum-initial-service-package-misp-for-srh-in-crisis-situations) is available as of the onset of an emergency and that services are expanded to comprehensive care as soon as feasible.
  - e. Ensure survivors of rape and intimate partner violence have timely access to clinical care and protection services.
  - f. Ensure appropriate management of medical stocks through qualified staff. As a minimum, the following should be ensured in every pharmacy and medical store:
    - Stock management tools (stock cards/bin cards) for every item in the stock
    - Complete inventories conducted in every store and compiled in a report
    - Consumption reports to be used as basis for orders
    - Ensure adequacy of storage arrangements and conditions
  - g. Comply with the objective of improving the nutrition status of refugees and other forcibly displaced and stateless individuals, and to reduce the prevalence of malnutrition (undernutrition and overweight/obesity), with adherence to the guidance and policies that have been established for the implementation of nutrition programmes, including:
    - i. For management of acute malnutrition: Guidelines for selective feeding: the management of malnutrition in emergencies (<http://www.unhcr.org/4b7421fd20.html>), and CMAM (Community Management of Acute Malnutrition) national or international protocol.
    - ii. For the use of milk products for infant and young child feeding: The Infant and young child feeding practices: Standard Operating Procedures for the Handling of Breastmilk Substitutes (BMS) in Refugee Situations for children 0-23 months

- (<http://www.unhcr.org/55c474859.html>) and [the operational guidance on infant feeding in emergencies-version 3.0](#).
- iii. For the implementation of nutritional surveys: UNHCR Standardized Expanded Nutrition Survey (SENS) Guidelines, (<https://www.unhcr.org/sens/>).
  - iv. For the improvement of infant and young child feeding practices [Infant and Young Child Feeding in Refugee Situations: A Multi-Sectoral Framework for Action](#).
  - v. For preventing stunting and micronutrient deficiencies: UNHCR operational guidance on the use of special nutritional products to reduce micronutrient deficiencies and malnutrition in refugee populations (<https://www.unhcr.org/4f1fc3de9.html>), and the UNHCR Operational Guidance on the use of Fortified Blended Foods in Blanket Supplementary Feeding Programmes (<https://www.unhcr.org/5877589c7.html>).
- h. Establish and maintain active assessment, monitoring and analysis of the health and nutrition situation by using the integrated Refugee Health Information System in refugee camps and settlements, the Balanced Score Card for health facility assessments, the Medical Referral Database where relevant and, where applicable the out of camp health information tools such as the Health Access and Utilization Survey Plus (<https://his.unhcr.org/home>).

### Water, sanitation and hygiene (WASH) in emergencies

The partner shall:

- a. Comply with the UNHCR indicators and targets for water quantity, water access, water quality, hygiene and solid waste management for emergency and post emergency settings in the implementation of all WASH programmes as well as WASH Guidelines and Forms for Refugee Settings <https://www.unhcr.org/what-we-do/protect-human-rights/public-health/water-sanitation-and-hygiene>.
- b. Follow implementation protocols described in the UNHCR WASH manual for operational interventions in all WASH activities-
- c. Establish and maintain active assessment, monitoring and analysis of the WASH programmes by using the UNHCR WASH monitoring system, which includes a Monthly Report Card of basic WASH indicators and an annual UNHCR standardized KAP (Knowledge, Attitude and Practices) surveys protocol for the implementation of WASH programmes and as a reference to implement WASH strategies.
- d. Mainstream environmental sustainability considerations throughout the entire lifecycle of WASH programmes, from planning and implementation through to monitoring and evaluations, in line with the Operational Strategy for Climate Resilience and Environmental Sustainability 2022-2025 (<https://www.unhcr.org/protection/environment/61b771964/operational-strategy-climate-resilience-environmental-sustainability-2022.html>) as well as the Green Companion (<https://www.unhcr.org/media/green-companion>). This is particularly important for groundwater monitoring and the solarization of motorized water systems.
- e. When drilling boreholes, the partner should ensure to execute the Project based on best practices and in accordance with local norms and standards. Partner should also ensure that the relevant templates and guidance are used including, among others, the Borehole Drilling Log and Pump-Testing Template (F-300/2017a ), Sample Drilling Contract and Specification for Refugee Settings Template (F-301/2017a) and Well Cleaning and Chlorination Log Sheet Template (F-302/2015a).
- f. When organizing water trucking, the partner should ensure that the relevant tools and guidance are used including:
  - i. F-305/2019a Sample Water Trucking Service Contract and Guidance Notes
  - ii. F-306/2019a Water Tanker Logbook Template
  - iii. F-307/2019a Refugee Water Monitor Logbook Template
  - iv. F-308/2019a Water Tanker Inspection Checklist and Certificate F-309/2019a Water Trucking Guidance Documentation and Forms
- g. Confirm that employed WASH staff are familiar with and senior staff are working to fully ensure the UNHCR WASH Accountability and Protection Principles are considered and respected in the implementation of all WASH programmes.
- h. Comply with [IASC Guidelines for Integrating GBV Interventions in Humanitarian Action](#) and adapt and implement interventions across all aspects of programming (<https://interagencystandingcommittee.org/working-group/iasc-guidelines-integrating-gender->

[based-violence-interventions-humanitarian-action-2015](#)), also in line with the WASH, Protection and Accountability guidance (<https://www.unhcr.org/media/65181>).

- i. Where appropriate partner uses UNHCR approved technical designs and complies with equipment specifications (<https://www.unhcr.org/media/65297>).

### Gender-based violence (GBV)

*GBV risk mitigation interventions are required across all sectors – see [IASC Guidelines for Integrating GBV Interventions in Humanitarian Action](#).*

The partner shall:

- a. Apply a survivor centered approach and the GBV Guiding Principles in all aspects of programming.
- b. Comply with [Inter-Agency Minimum Standards for GBV in Emergencies](#) (available in nine languages at the bottom of the webpage) Programming in all aspects of programming. If conducting case management, compliance with the [Inter-Agency GBV Case Management Guidelines](#) is required.
- c. If conducting GBV case management, ensure that the collection, storage and analysis of GBV data is in compliance with the WHO Guidance on [Ethical and Safety recommendations for researching, documenting and monitoring sexual violence in emergencies](#). A data sharing protocol should be in place following the principles of the GBV Information Management System (<http://www.gbvims.com>). Partner organizations providing GBV case management services are not required to use UNHCR's institutional tool, proGres for GBV case management. An adequate alternative must be in place, in adherence to the aforementioned principles and guidance.
- d. Comply with [IASC Guidelines for Integrating GBV Interventions in Humanitarian Action](#) and adapt and implement interventions across all aspects of programming.
- e. Ensure sharing of data is in the context of referrals and with informed consent, or any data shall not compromise the survivor's confidentiality or create safety risks for their communities. (UNHCR's Technical Note on Sharing Personal Protection Data, GBVIMS Information Sharing Protocol). (<https://www.gbvims.com/gbvims-tools/isp/>, <https://cms.emergency.unhcr.org/documents/11982/52542/Confidentiality+Guidelines/360dac54-bbf5-456f-9094-9e53faa65185>)
- f. Establish and maintain a monitoring mechanism for GBV prevention and response programmes. If conducting GBV case management, ensure that client feedback mechanisms (e.g. surveys) are in place, as per guidance provided in the [Inter-Agency GBV Case Management Guidelines](#) and in line with the survivor centered approach and the principle of Do No Harm. For information management, consider the Technical Note on Sharing Personal Protection Data.
- g. Ensure that Duty of Care protocol is in place for staff, particularly staff working directly with persons at-risk of GBV and survivors of GBV. For partners' implementing case management, a clear supervisory structure and protocol must be in place.
- h. Implement an annual in-person training plan for staff to continue to develop knowledge, skills and attitudes. This will include training and refresher training on GBV Guiding Principles and the GBV Minimum Standards.
- i. Comply with the [GBV AoR Media Guidelines](#) in working with the media or in producing external relations and reporting documents.
- j. Use an intersectional analysis to inform GBV programmes. Programming must be designed based on priorities set by diverse women and girls as well as other groups at heightened risk of GBV while women and girls' leadership as well as gender equality must be promoted throughout all interventions. Prevention programs focusing on engaging men and boys must be accountable to women and girls.

### Child protection

The partner shall:

- a. Comply with the policies, principles and objectives set out in UNHCR's global Framework for the Protection of Children (<http://www.unhcr.org/50f6cf0b9.html>), and apply a child protection systems approach to programming for child protection.
- b. When undertaking individual casework with asylum seekers and refugee children, apply the best interest procedure outlined in the UNHCR Best Interests Procedure (<https://www.refworld.org/docid/5c18d7254.html>)



- c. Consider supervised independent living when seeking alternative care arrangements for older children (<https://www.unhcr.org/media/guidelines-supervised-independent-living-unaccompanied-children>)
- d. When undertaking cash for child protection, apply the principles outlines in Guidance on Promoting Child Protection Outcomes through CBI (<https://www.unhcr.org/media/guidance-promoting-child-protection-outcomes-through-cbi-full-guidance>)
- e. For case management data collection and sharing, check out the new position on the usage of proGres and Primero by UNHCR partners (<https://www.unhcr.org/gbv-toolkit/guidance-and-tools/>)
- c. Be guided by the principles and standards set out in the 2019 inter-agency Minimum Standards for Child Protection in Humanitarian Action ([https://alliancecpha.org/en/system/tdf/library/attachments/cpms\\_2019\\_final\\_en.pdf?file=1&type=node&id=35094](https://alliancecpha.org/en/system/tdf/library/attachments/cpms_2019_final_en.pdf?file=1&type=node&id=35094)).
- d. Establish and maintain a monitoring mechanism for child protection activities, project performance and impact.

## Education

The partner shall:

- a. Implement activities that are consistent with the policies, principles and objectives set out in UNHCR's global Education Strategy, *Refugee Education 2030, A Strategy for Refugee Inclusion* (<https://www.unhcr.org/publications/education/5d651da88d7/education-2030-strategy-refugee-education.htm>) and UNHCR country-specific education strategy where this exists, especially when it comes to supporting the inclusion of refugee students into national educational institutions, strengthening national education systems, working in partnership with local education authorities, Ministries of Education and local education stakeholder groups.
- b. For urban and out-of-camp situations, comply with the principles for ensuring access to education in urban areas - Operational Guidance for Refugee Protection and Solution in Urban Areas (<http://unhcr.org/4ea9552f9.html>).
- c. Be guided by the principles and standards set out in the INEE (Inter-agency Network for Education in Emergencies) Minimum Standards for Education: Preparedness, Response, Recovery (<http://www.ineesite.org/en/minimum-standards>).
- d. Bolster the protection of girls and boys and young forcibly displaced and stateless people, as well as teachers and education personnel by ensuring and promoting safe learning environments, free from violence and exploitation and by supporting crisis-sensitive planning and programming in line with Strategic Objective 2 of *Refugee Education 2030* (<https://inee.org/collections/conflict-sensitive-education>).
- e. Undertake joint planning with refugee and host communities, teachers, parents and education authorities.
- f. Establish and maintain a monitoring mechanism for education activities, project performance and impact and contribute regularly to tracking tools established by relevant coordination structures. This includes data collection and management in order to identify and address gaps in access and quality education provision. This can include – but is not limited to -tracking school attendance, learning achievement and implementing targeted strategies to respond to emerging issues, in accordance with the [UNHCR-UIS recommendations](#). In settings of inclusion, efforts should be made to engage and collaborate with the technical/statistical sector of the Ministry of Education or relevant statistical authorities to encourage the identification of refugees in national Education Management Information Systems (EMIS), where it is safe and applicable to do so.

## Energy

The partner shall:

- a. Comply with the Global Strategy for Sustainable Energy (2019-2025) (<https://www.unhcr.org/5db16a4a4>), taking into consideration national energy policies of the respective host countries, if any, to ensure that “refugees and other displaced people are able to safely and sustainably satisfy their energy needs, without fear or risk to their health, well-being and personal security”.
- b. Establish and maintain a monitoring mechanism, to ensure that energy project performance and impact are properly measured and monitored.

## Natural resources, environmental pollution and climate action

The partner shall:

- a. Align with local environmental policy, key principles and guidelines. In order to run rapid environmental assessments, the partner is encouraged to make systematic use of the module III of the FRAME - Framework for Assessing, Monitoring and Evaluating the Environment in Refugee-related operations (<http://www.unhcr.org/environment> and <http://www.unhcr.org/3b03b2a04.html>).
- b. Contribute to advancing the objectives of the UNHCR [Strategic Framework for Climate Action](https://www.unhcr.org/604a26d84.pdf) (<https://www.unhcr.org/604a26d84.pdf>) throughout the implementation of the agreement's activities
- c. Contribute to achieving the expected outcomes of the Operational Strategy for Climate Resilience and Environmental Sustainability 2022-2025 (<https://www.unhcr.org/protection/environment/61b771964/operational-strategy-climate-resilience-environmental-sustainability-2022.html>).
- d. Undertake joint planning with refugee and local communities, government and other stakeholders, and mainstream environmental concerns and management issues in all operations - from emergency response to protracted situations and the pursuit of durable solutions.
- e. Establish and maintain a monitoring mechanism, to ensure that environmental project performance and impact are properly measured and monitored.
- f. Ensure that the project's beneficiaries (refugees and host communities) are involved throughout the project cycle and properly trained to promote ownership and a maintenance mechanism is set in place to ensure sustainability after the project closure.

### **Fuel management**

At the start of the project workplan period when partners are in charge of fuel management on behalf of UNHCR, UNHCR will provide a list of all vehicles, generators and other motorized equipment which will be fuelled by the partner. The list will be updated by UNHCR throughout the year, as required.

#### Fuel Management Technology:

Partners must ensure that fuel is well monitored and controlled in order to minimize the risk of mismanagement, leakage, loss and theft. It is therefore imperative to use modern technology for fuel dispensing and reporting as discussed and agreed with UNHCR.

#### Fuel Storage:

In certain remote locations where the regular supply of fuel cannot be guaranteed throughout the year, some UNHCR offices have exceptionally established fuel storage tanks. Any quantity of received and dispensed fuel must be recorded in the log sheet. Monthly reports on issued fuel must be verified by the responsible manager. The storage of larger quantities of fuel in jerry cans, barrels and other containers is not authorised.

#### Fire Protection:

The partner shall implement measures and practices for preventing or reducing injury and loss of life or property by fire.

#### Reporting/Data Analysis:

Partners must regularly report to UNHCR in an upfront agreed format, on quantities received and dispensed. In such reports the partner shall indicate to UNHCR any major deviation from the standard fuel consumption of one or more vehicles, generators, and other motorized equipment. The partner must report immediately to UNHCR any substantiated suspicion of fuel mismanagement or theft. Any fuel quantities, not consumed by end of the year, must be reported in the partner's last report of the agreement period with location, quantity/litres and estimated value/USD.

#### Environmental protection:

Effective fuel management includes the regular maintenance and calibration of all fuel dispensing and storage equipment, in order to ensure that there are no leakages and to avoid pollution of the environment. Maintenance and cleaning of fuel tanks and fuel stations, as well as the disposal of waste fuels must be conducted in line with international standards on safety and environmental standards.

### **Maintenance/repair of UNHCR vehicles**

At the start of the project workplan period where the partner will be in charge of vehicle maintenance and repair on behalf of UNHCR, UNHCR will provide a list of all vehicles and other motorized equipment assigned

to the vehicle workshop(s) operated by the partner. The list will be updated as required by UNHCR throughout the year.

The partner must ensure that UNHCR vehicles are always in road-worthy condition and that the downtime of vehicles is kept to a minimum during servicing and repair. All vehicles maintenance related activities shall be carried out in respect to occupation safety and health standards.

#### Equipment and staff

The partner workshop shall be equipped with the professional tools and equipment, required and aligned with the number of vehicles to be serviced/ repaired. Partner shall use only genuine spare parts, tires and lubricants as per the manufacturer's instructions. Excessive spare part stock should be avoided. It is imperative that partner staff working in a UNHCR-funded vehicle workshop are certified professionals in a relevant field i.e., car mechanic, welder, technician etc. Partner will allow UNHCR to perform workshop inspections to ensure compliance with the applicable standards.

#### Major Maintenance/Repair activities (except AVs)

Partners operating a workshop on behalf of UNHCR shall focus on 3 major activities: Scheduled Maintenance - Service A (standardized inspection, after 5,000 km) and Service B (extended Service A, after 10,000 km); and minor repairs as authorised by UNHCR. Major repairs of vehicles, such as replacement of the engine or modifications to the vehicle (e.g., a change in the number of seats) require prior written authorization from UNHCR (Maintenance & Repair Unit). Maintenance and repairs of light Vehicles which older than 5 years and trucks older than 10 years require an approval of the respective UNHCR office. All maintenance and repair activities must be in line with the manufacturer's instructions and always recorded on FleetWave.

#### Maintenance/Repair activities for Armoured Vehicles (AVs)

Partners may only conduct service activities on AVs which do not impact the armoured components (i.e., welding, fitting). Only workshops certified by the manufacturer are authorised to carry out any repairs on the armoured components. All AVs shall be inspected by an authorised AV partner with a minimum interval of 2 years in between inspections.

#### Mobile workshops

In some remote locations and for offices with a small number of vehicles, UNHCR may decide to engage a mobile vehicle workshop to service those locations regularly. It is imperative that the partner develops both ToRs for the activities to be carried out as well as a work schedule based on the number of locations and vehicles to be serviced.

#### Reporting/Data Analysis:

Partners must regularly report to UNHCR on the number of vehicles serviced/repaired, their down-time as well as the costs incurred per vehicle which shall include any major deviation with regard to standard costs of repair for one or more vehicles. The partner must report immediately to UNHCR any substantiated suspicion of mismanagement or theft of spare parts and other materials or of workshop equipment.

#### Environmental protection

UNHCR is committed to the protection of the environment. Waste automotive fluids, other chemicals, oil/fuel filters, etc. shall be properly contained and subsequently disposed of, in full compliance with the local regulations and by adhering to best practices of environmental responsibility.

### **Right of use of UNHCR assets**

The following conditions apply to the right of use of UNHCR assets by the partner:

#### **Use of UNHCR Assets**

- 1.1 Subject to these conditions and the relevant provisions of the partnership framework agreement and project workplan, UNHCR grants the partner a non-transferable right to use the UNHCR assets listed under the "Support" Section of the project workplan, free of charge.

- 1.2 The right of use begins on the start date indicated in the project workplan, which is the date of signature of the handover and inspection note by the Parties, and the right of use remains valid until the termination of the respective project workplan (the “Right of Use Period”), unless earlier terminated in accordance with these conditions.
- 1.3 Unless otherwise agreed by the Parties, upon termination of the project workplan, or if UNHCR recalls any of the UNHCR assets in accordance with paragraph 1.6 below, the partner shall return the UNHCR assets in the same conditions as received, reasonable wear and tear excluded.
- 1.4 The partner shall use the UNHCR assets solely for the purpose of the Project outlined in the project workplan and in compliance with all applicable laws and regulations. Where the partner is using or expects to use the UNHCR assets for purposes different than those of the Project, the partner should immediately inform UNHCR or note this in an amended project workplan, and the Parties will agree in writing on the mutually acceptable use of UNHCR assets.
- 1.5 The partner shall not transfer, assign or otherwise dispose or authorize the use of any of the UNHCR assets to another partner or subcontractor or any other third party, without prior written consent of UNHCR.
- 1.6 UNHCR retains the right to recall the UNHCR assets at any moment during the Right of Use Period, upon providing reasonable notice to the partner. UNHCR may exercise this right for reasons including, but not limited to, changes in operational requirements, emergencies, completion or breach of the specified purpose(s) outlined in the project workplan, or if UNHCR deems that there is a need for a UNHCR Asset to be used under another project or that any of these conditions is violated by the partner.

### **Physical Inspection of Assets**

*Prior to the handover of the UNHCR assets:*

- 2.1. Prior to the handover of the UNHCR assets, representatives of UNHCR and the partner shall conduct a joint physical inspection of the UNHCR assets to verify their condition. The physical inspection shall be conducted in good faith and any discrepancies or damages observed shall be duly noted and documented in the handover and inspection note, as defined below.

*Handover and inspection note:*

- 2.2. Upon inspection of the joint physical examination, the Parties shall sign a handover and inspection note detailing the condition of the UNHCR assets and any relevant observations. Failure of the Parties to execute a handover and inspection note shall not preclude the application of the terms of these conditions. The handover and inspection note shall include, but is not limited to:
  - a) identification details of the UNHCR assets,
  - b) current condition and working status of the UNHCR assets,
  - c) any existing damages or discrepancies,
  - d) the date of the handover (date on which the terms of the Right of Use as outlined in this document shall become effective),
  - e) signatures of representatives from UNHCR and the partner.

*Upon return of the UNHCR assets to UNHCR:*

- 2.3. Upon return of the UNHCR assets to UNHCR, the Parties shall conduct a joint inspection. Any losses or damages to the UNHCR assets discovered during the inspection shall be documented and agreed upon by both Parties. The parties shall discuss and agree on the appropriate measures to address damages, including repair, replacement or financial compensation.

## Obligations of the Partner

### *Full and timely cooperation*

- 3.1 The partner shall, ensure full and timely cooperation in order to facilitate UNHCR unhindered access to the UNHCR assets for the purposes of inspection, monitoring, audit, evaluation, technical support and investigation in relation to the UNHCR assets.
- 3.2 In respect of motorized land vehicles, the obligations described in condition 3.1 above encompass permitting UNHCR or a designated private company representing UNHCR to conduct traffic crash root cause analysis. The partner commits to providing all information required to facilitate such analysis.

### *Management and use of UNHCR assets*

- 3.3 In addition to the provisions of the PFA Terms in relation to the partner's obligations, the partner agrees, during the Right of Use Period:
  - a) to make use of UNHCR assets with all due care; in the case where UNHCR assets are motorized land vehicles, promote the safe operation of UNHCR motorized land vehicles and ensure road safety;
  - b) to adhere to all [UNHCR's Guidance on Road Safety Management for Partner Organizations; and the Conditions and Rules for Using UNHCR Land Motor Vehicles established by UNHCR's Global Fleet Management \(GFM\)](#);
  - c) in the event of a relocation of the UNHCR Asset, including from one office to another office of the same partner within the same operation, to notify UNHCR as soon as possible after such relocation has occurred, and in no case later than one month after the event; and
  - d) to make available motorized land vehicles in case of needing to repair it or to repair the telematic devices.

## UNHCR Identification Marks

- 4.1 The partner agrees to carry on the UNHCR assets the UNHCR logos and a message indicating that the UNHCR Asset was provided by UNHCR. In the case of motorized land vehicles, the partner takes note of and will abide by the requirements set out in the section covering motorized land vehicles operated by partners in the UNHCR's vehicle visibility guide. Such logos and messages affixed on UNHCR assets shall not be removed during the Right of Use Period.

## Loss or Damage to UNHCR assets

- 5.1. The partner shall assume all risks and liabilities and shall promptly pay UNHCR for all loss or damages to the UNHCR assets arising out of or in connection with its use and operation of the UNHCR assets and any accessories fitted to them. This includes, but is not limited to, damage resulting from the partner's negligence, misuse, or any other actions leading to a material deterioration in the condition of the UNHCR assets.
- 5.2. In the case where UNHCR assets are damaged, lost, stolen and/or are involved in a traffic crash, the partner shall notify UNHCR via phone or in writing immediately after the event has occurred.
- 5.3. Upon return of the UNHCR assets, the partner shall be liable for any change, deterioration, or damage to the UNHCR assets, as determined through the joint inspection described in condition 2.3 above. In the event of an accident involving the UNHCR assets, the partner acknowledges and agrees to be solely responsible for any resultant loss or damage.
- 5.4. The partner's obligations under this condition do not lapse upon termination of these conditions.

## Indemnification

- 6.1 The partner shall indemnify, hold and save harmless, and defend, at its own expense, UNHCR, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of

any nature or kind, including their costs and expenses, arising out of, or related to, acts or omissions of the partner, or of the partner's employees or agents, in the performance of these conditions or the use of the UNHCR assets by the partner. This indemnification includes, without limitation, any claims by any third party for personal injury, loss, illness, death or damage to their property attributable to the acts or omissions of the partner or of the partner's employees or agents in the performance of these conditions or the use of the UNHCR assets by the partner.

6.2 The partner's obligations under this condition do not lapse upon termination of these conditions.

### **Responsibility for Third Party Claims**

7.1 The partner shall assume full responsibility and liability for any and all third-party claims brought against the partner in relation to the UNHCR assets or their use. UNHCR is not responsible for dealing with any third-party claims brought against UNHCR which arise from the partner's use of the UNHCR assets.

7.2 The Partner's obligations under this condition do not lapse upon termination of these conditions.

### **Insurance**

8.1 In the case of assets other than land motorized land vehicles, unless otherwise agreed by the parties in the project workplan, the partner shall prior to the commencement of the right of use period, (i.e., prior to the handover) obtain and maintain comprehensive insurance coverage for the entire Right of Use Period, for any extension thereof, and for a period following any termination or expiration of the Right of Use, reasonably adequate to deal with losses to the UNHCR assets and with any claims by third Parties arising from its use of the assets and attributable to the acts or omissions of the partner or of its employees or agents. UNHCR acknowledges that the partner may insure or self-insure against such risks.

8.2 Except if otherwise agreed, the partner's insurance policies shall:

- a) comply with the prevailing legal requirements in the country of operation and have a coverage amount sufficient to meet customary and anticipated claims,
- b) name UNHCR as additional insured under the liability policies, including, if required, as a separate endorsement under the policy,
- c) include a waiver of subrogation of the partner's insurance carrier's rights against UNHCR,
- d) provide that UNHCR shall receive written notice from the partner's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage, and,
- e) include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.

8.3 Unless otherwise specified in the project workplan budget, the partner shall be responsible to fund all amounts within any policy deductible or retention.

8.4 The partner shall maintain the insurance taken out with respect to these conditions with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of the right of use period, the partner shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the partner has taken out insurance in accordance with the requirements of these conditions. UNHCR reserves the right, upon written notice to the partner, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the partner under these conditions. Notwithstanding the provisions of condition 8.2 (d) above, the partner shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under these conditions.

8.5 The partner acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in this condition nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting its liability arising under or relating to the use of the UNHCR assets.

## **General Provisions**

- 9.1 Unless otherwise agreed by the parties in the project workplan, UNHCR should not be liable for any costs, direct or indirect, or any levies, duties or taxes be associated with or become payable upon the granting of the right of use of UNHCR assets to the partner.
- 9.2 Any dispute arising under or in connection with these conditions shall be governed by Section 29 (“Dispute Resolution”) of the PFA Terms.
- 9.3 Nothing in these conditions 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).