

MAIN CHANGES IN TERMS AND CONDITIONS OF PARTNERSHIP AGREEMENTS: 2024 AND BEYOND

UNHCR has issued new Procedures on Partnership Management, which enables the effective implementation of modernized partnership management throughout the three inter-linked phases of the programme cycle: PLAN for, GET and SHOW Results. These Procedures align with the new Business Transformation Programme (BTP) – Project Reporting Oversight and Monitoring Solution (PROMS), COMPASS and Cloud Enterprise Resource Planning (ERP).

The new partnership reforms entail new types of agreements: global partnership agreement (GPA)¹, which is at the

headquarters level; partnership framework agreement (PFA),² which focuses on multi-year outcomes; project workplan,³ which outlines funded activities within the implementation year at output level; and grant agreements.⁴

This factsheet summarizes the key changes in terms and conditions of partnership agreements in 2024 and beyond (General Conditions on Contracts).

No	Area of Change	Change Description
1	Support	Raising resources is now framed as a mutual obligation, rather than that of UNHCR alone.
2	Engagement with the community and affected population	The involvement of the affected population in the planning, monitoring and review of projects is maintained, while adding the support to localization and encouraging partnerships with local communities.
3	Partners' compliance with law and regulations	Greater emphasis on compliance with international standards in jurisdictions where partners operate with UNHCR.
4	Agreement file	The content of an agreement file must: <ul style="list-style-type: none">be marked with the Project title, Cloud ERP Contract ID and PFA number,be accurate, complete and up-to-date, andnot include any Personal Data (as defined in the Data Protection Agreement) of forcibly displaced and stateless persons.

1. A **global partnership agreement (GPA)** is for international partnerships, including UN organizations and NGOs, at a global level and is not timebound. The GPA, established by DSPR/IMAS, defines global terms and conditions of the partnership. It does not include any financial commitment and it optional for international organizations. If a GPA is adopted, its Terms supersede those of a prior PFA, if any.
2. A **partnership framework agreement (PFA)** defines the terms and conditions of the partnership between UNHCR, the partner and government (in the case of tripartite agreements), often over a multi-year duration, typically aligned with the operation's strategic plan of 3-5 years. In the event that a GPA exists for the same partner, the terms and conditions in the PFA refer to the global agreement clauses, limiting duplication but ensuring contractual obligation. The PFA describes the purpose and scope of the partnership for which the partner was selected and does not go beyond the Area of Budgetary Control (ABC). The PFA may be bipartite or tripartite where the government also signs. It does not include any financial commitment.
3. A **project workplan (PW)** is subject to a PFA and is for partnerships on an annual basis stipulating the responsibilities, obligations and accountabilities of the participating parties for undertaking specific activities. It concludes negotiations and formalizes common understandings among involved parties. The project workplan is between UNHCR and the partner only. It includes a financial commitment through a purchase order.
4. A **grant agreement** is to provide financial support to organizations led by forcibly displaced or stateless people. A grant agreement includes a financial plan and a financial commitment through a purchase order. Grant agreements are capped at USD 12,000 per agreement, allowing for multiple agreements with the same organization within a calendar year, as long as the total budget does not exceed USD 12,000 during that year.

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5	Record keeping	If it is agreed with the partner in writing that they will not use PROMS, the project files will be saved in electronic or hard copies. Project files must be marked with the project title and partnership agreement number; be accurate, complete and up-to-date; and not include any personal data of forcibly displaced and stateless persons.
6	Currency and exchange rate	<p>There is no longer a need for UNHCR authorization in case some expenses are incurred by a partner in a different currency other than the one used in the financial plan. A single auditable methodology for applying exchange rate can be used by the partner, rather than the UN operational rate of exchange, for financial reporting.</p> <p>The provision stating that “UNHCR shall not be responsible for any resulting losses/gains the partner may incur” has been removed, recognizing that in the case of exchange related losses, UNHCR and the partner will need to discuss and arrive at an agreement about the way forward, considering critical needs relative to available resources and overall prioritization. Exchange-related financial gains will be treated the same way as other non-interest based revenue.</p>
7	Interest income	Income from interest earned by the partner on funds received from UNHCR could be used for activities that are consistent with the goals of the partnership and recorded by the partner in line with its financial rules. Partners are not required to report interest income to UNHCR. This general approach notwithstanding, interest income will be returned to UNHCR if required by the partner’s financial rules.
8	Non-interest revenue	Partners will report other sources of income they receive directly as a result of their agreements with UNHCR, if any, with the next Project Financial Report (PFR) after receiving the revenue.
9	Reimbursement to UNHCR for assets	<p>Liability for loss or damage to UNHCR assets on loan to the partner is now covered by the right of use provisions in the areas of specialization (former specialized project activities), rather than a separate Right of Use agreement.</p> <p>Newly added as a standard provision: The partner may be liable to UNHCR for compensatory damages equivalent to the value of the assets on the effective date of the signed agreement. Repeated failure to promptly report incidents may lead to UNHCR no longer making assets available to the partner.</p>
10	Project assets	Project assets are those transferred to the partner by UNHCR or acquired by the partner using UNHCR funds. Partners are to retain project assets for the duration of the PFA to support the achievement of the results for which they were acquired by the partner.
11	PICSC / indirect costs	The term “PICSC” is no longer used and is referred to as indirect costs. No other substantive change.

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12	Goods and property	The partner is no longer required to submit goods and property reports to UNHCR. UNHCR assets on loan will be governed by the right of use provisions in the areas of specialization.
13	Procurement	Removal of the requirement for partners to obtain a Pre-Qualification for Procurement (PQP) and the procurement capacity assessment for partners' procurement with a value above USD100,000. Partners' procurement controls and capacity are covered under the Internal Control Assessment (ICA) or Internal Control Questionnaire (ICQ).
14	Investigating misconduct	Removal of the obligation of partners to share with UNHCR the full investigation reports or a redacted summary. However, partners need to share the outcome of the investigation with UNHCR, including the identity of the subjects of any investigation for which the allegations of misconduct have been substantiated.
15	Liability and responsibility of claims	Newly added: UNHCR is not liable for making payments to partners for work or services performed after the expiry or termination of a project workplan or the agreement, unless otherwise agreed in writing.
16	Audit results	UNHCR may share audit findings and control results with other United Nations entities and/or donors as required. Partners are not to share audit results with third parties unless authorized to do so in writing by IMAS/DSPR.
17	Termination	Termination of the agreement for non-performance of any obligation under the agreement is now the prerogative of both parties. Previously, only UNHCR could terminate agreements for non-performance of obligations under the agreement.
18	Partner personnel	Forcibly displaced and stateless persons carrying out activities on behalf of a partner are included within the definition of partner personnel and required to follow requisite standards of conduct.
19	Fraud prevention and response	Partners will exercise reasonable care in preventing, identifying and addressing possible fraud by forcibly displaced and stateless persons.
20	Data protection	In line with the issuance of an updated UNHCR policy on data protection in 2022, a new Data Protection Agreement is being rolled out (Data Protection Agreement template b). For 2024 only, and as a transitional measure, partners and operations may agree to use an interim Data Protection Agreement (template a) that preserves the content found in Annex C.
21	Audits	If an audit requires the partner to provide the personal data of forcibly displaced or stateless people, the partner will, where legally permitted, make available such data using privacy enhancement techniques. Partners will notify UNHCR if it is not possible to share such information due to data protection legislation or mandatory rules and regulations concerning data protection and privacy.