

# Areas of Specialization

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## All Areas of Specialization

**These clauses are applicable to all Areas of Specialization that are selected for the Project Workplan.**

**The partner shall be guided by the following:**

- a) Global Compact on Refugees and relevant [United Nations Sustainable Development Goals](#) to advance inclusion of forcibly displaced and stateless people together with UNHCR, government counterparts, development actors, private sector and other relevant actors.
- b) UNHCR country-specific multi-year strategy.
- c) UNHCR [Focus Area](#) Strategic Plans.
- d) [UNHCR Age, Gender and Diversity Policy](#) and its related core actions towards an inclusive AGD programming, to accountability to affected people and to the protection of women and girls.
- e) [UNHCR Operational Guidance on Accountability to Affected People](#) (AAP).
- f) [Inter-Agency Standing Committee \(IASC\) Collective APP Framework](#).
- g) [IASC Guidelines for Integrating GBV Interventions in Humanitarian Action](#).
- h) [IASC Policy on Gender Equality and the Empowerment of Women and Girls in Humanitarian Action](#).
- i) [UNHCR Strategic Framework for Climate Action](#), by contributing to advancing its objectives throughout the implementation of the agreement's activities.
- j) [UNHCR Operational Strategy for Climate Resilience and Environmental Sustainability 2022-2025](#), by contributing to achieving its expected outcomes.
- k) [Working Together to Safeguard Children](#), as applicable.

**The partner shall undertake the following actions:**

Identify area-specific risks and their associated treatment plans, and record them in the project workplan risk register.

## Cash and voucher assistance

<b>Name of Area of Specialization:</b>	Cash and voucher assistance
<b>The partner shall be guided by the following:</b>	
Procedures, criteria and financial controls for cash assistance as outlined in <a href="#">UNHCR Policy on Cash-based Interventions</a> .	
<b>The partner shall undertake the following actions:</b>	
<p>a) Establish appropriately 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 identification/enrolment of beneficiaries, generation of distribution lists, authorizing and releasing payments, and reconciliation. The partner can request a standardized SOP template from UNHCR.</p> <p>b) Establish 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.</p> <p>c) Provide the latest information on distribution statistics, including a summary statement when results are validated and attaching it to UNHCR's project performance verification.</p> <p>d) Implement 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 setting up post-distribution monitoring activities. The partner can request a standardized post distribution monitoring template from UNHCR.</p> <p>e) Establish a feedback and complaints mechanism, including processes for addressing CBI-related complaints which may include issues related to targeting, access to assistance, fraud, etc.</p>	

## Livelihoods and economic inclusion

<b>Name of Area of Specialization:</b>	Livelihoods and economic inclusion
<b>The partner shall be guided by the following:</b>	
<p>a) <a href="#">UNHCR Refugee Livelihoods and Economic Inclusion Global Strategy Concept Note</a>.</p> <p>b) UNHCR Emergency Handbook entry on <a href="#">Livelihoods and Economic Inclusion   UNHCR</a>.</p> <p>c) <a href="#">ILO Guiding Principles on the Access of Refugees and Other Forcibly Displaced Persons to the Labour Market</a>.</p> <p>d) <a href="#">The Minimum Economic Recovery Standards (MERS)</a>, a Sphere Standards companion for the design of livelihoods programmes.</p> <p>e) <a href="#">UNHCR Guidelines on International Legal Standards Relating to Decent Work for Refugees</a>.</p> <p>f) <a href="#">IOM, UNCTAD and UNHCR Policy Guide on Entrepreneurship for Migrants and Refugees</a>.</p> <p>g) <a href="#">ILO Compendium on Employment and decent work in refugee and other forced displacement contexts</a>.</p> <p>h) <a href="#">UNHCR Global Roadmap for Refugee Entrepreneurship</a>.</p>	

**The partner shall undertake the following actions:**

- a) Ensure livelihoods and economic inclusion programmes are evidence-informed, market based and sustainable, focusing on rights and access to employment and decent work, and/or self-employment and entrepreneurship, land and with a focus on inclusion in relevant national development programmes, systems and services, including agricultural and food systems.
- b) Monitor livelihoods and economic inclusion interventions to measure their progress and impact using COMPASS Outcome 13 indicators and the [Livelihoods Information System](#), or the [Self-Reliance Index](#).
- c) Raise the visibility of the programme; communicate outcomes and progress using generated evidence and share good practices and lessons learned.
- d) Ensure livelihoods and economic inclusion programmes are inclusive and considered in all situations (urban, rural, settlement, camp), throughout all phases of displacement; during emergencies, following emergencies, in protracted situations and towards a transition to durable solutions, including for labour mobility. Self-reliance should be advocated for and supported whether forcibly displaced and stateless people will return home, be resettled or locally integrated.
- e) Ensure livelihoods and economic inclusion interventions are linked to national development and adaptation plans, relevant GRF pledges and national initiatives and/or regional plans.

## Financial inclusion

<b>Name of Area of Specialization:</b>	Financial inclusion
<b>The partner shall comply with the following:</b>	
<p><a href="#">Investing in Solutions: A Practical Guide for the Use of Microfinance in UNHCR Operations</a> for managing the UNHCR Revolving Loan Fund in compliance with the objectives of the Project and the UNHCR operation, and in consultation with UNHCR.</p>	
<b>The partner shall be guided by the following:</b>	
<ul style="list-style-type: none"> <li>a) The principles and standards described in "<a href="#">Serving Refugee Populations: The Next Financial Inclusion Frontier</a>".</li> <li>b) <a href="#">Roadmap to the Sustainable and Responsible Financial Inclusion of Forcibly Displaced Persons</a>.</li> <li>c) <a href="#">A policy framework for Financial Inclusion of Forcibly Displaced</a>.</li> </ul>	
<b>The partner shall undertake the following actions:</b>	
<ul style="list-style-type: none"> <li>a) 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 <a href="#">Investing in Solutions: A Practical Guide for the Use of Microfinance in UNHCR Operations</a>), has been concluded between the financial service provider and UNHCR.</li> <li>b) 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.</li> <li>c) Conclude a separate transfer of ownership agreement between UNHCR and the financial service provider based on a UNHCR template (Agreement on Transfer of a Grant Pertaining to UNHCR</li> </ul>	

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.

d) Not change the purpose of the fund unless justified by a careful assessment involving all co-funders.

**Other terms and conditions:**

a) In the case of 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 – if unavailable - through informal 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.

b) Any interest income accrued by the revolving loan fund will be reported by the partner with the next Project Financial Report (PFR) after the interest income is received via the relevant supporting documentation, when submitting the PFR. This amount is not to be reported as expenses within the PFR. UNHCR has the authority to approve if such interest income will be re-invested in the project or if the amount will be refunded to UNHCR.

## Shelter and all other construction (including WASH & energy)

<b>Name of Area of Specialization:</b>	Shelter and all other construction (including WASH & energy)
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**The partner shall be guided by the following:**

a) [UNHCR Shelter and Sustainability guidance](#).

b) [UNHCR Green Companion](#).

c) [UNHCR Guidance on Construction Management](#).

**The partner shall undertake the following actions:**

a) Consider Housing, Land and Property rights before commencing any construction works.

b) Examine the project site's sub-surface, soil, hydrological and environmental conditions, as applicable, prior to design development.

c) Ensure to implement the construction works in accordance with the detailed scope of works (additional appendices to the project workplan) that is aligned to local and/or international standards and includes, as a minimum, the technical specifications, a schedule of works and bill of quantities.

d) Minimise the environmental impact of construction works on the local habitat and natural resources to the extent possible. This may be achieved by; (i) designing for an efficient use of construction materials while ensuring overall functionality, structural stability and durability, (ii) supplying construction materials from local sources that are sustainably managed, (iii) a minimal generation of waste and (iv) a reduction of air and noise pollution.

e) Report construction monitoring data in the [Technical Information Management System \(TIMS\)](#) as applicable.

**Other terms and conditions:**

a) The partner shall execute and complete the works and remedy any defects therein in strict compliance with the Project Workplan, with due care and diligence and to the satisfaction of UNHCR to achieve proper performance.

b) The following provisions apply for the purpose of securing proper performance by the partner of the construction works under the Project:

- i) The amount to secure proper performance will equal 10% of the total amount budgeted for the construction works in the Financial Plan (the “Security Amount”), unless another amount is specified in the Project Workplan. The Security Amount will be retained by UNHCR using one of the methods described below in sub-paragraph (ii). The Security Amount (or related instrument) will be released to the partner only after the end of the defects liability period and upon satisfactory assessment by UNHCR of proper performance.
- ii) The Security Amount will be retained by and available to UNHCR using one of the following payment methods or financial instruments, as applicable:
  - The partner may furnish to UNHCR a performance bond or a bank guarantee for the Security Amount issued for the benefit of UNHCR and with period of validity no less than 28 days after the end of the defects liability period. The performance bond or bank guarantee must be issued by a financial institution with terms and conditions that are acceptable to UNHCR.
  - The partner may furnish to UNHCR a cashier's cheque, certified cheque or other payment means with a guarantee of the availability of funds for the Security Amount.
  - If the funding continues from the construction implementation year into the following year with a valid Partnership Framework Agreement in place for the consecutive years, the Security Amount is added to the following year's project workplan and deducted from the current project workplan.
  - If the defects liability period falls within the implementation period of the project workplan, the Security Amount may be payable to the partner as a final prepayment under the Project Workplan.

c) From the commencement date of construction works to the date of substantial/practical completion, the partner shall take full responsibility for the care thereof and of all temporary works (i.e. items to be constructed which are not intended to be permanent and form part of the works). In the event that any damage or loss should happen to the construction works or to any part thereof or to any temporary works from any cause whatsoever, the partner shall at their own cost repair the damage or rectify the loss so that, at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and additional appendices.

d) Any changes to the construction-related additional appendices of the project workplan during the execution of construction works will need to be approved by UNHCR.

e) When the partner notifies UNHCR that the construction works have reached substantial/practical completion, all relevant stakeholders will carry out an inspection and may generate a list of defects. The partner must fulfil its responsibility to repair and fix the defects without increase to amounts agreed in the Financial Plan. Once major defects have been addressed, the works may be handed over to UNHCR and/or the intended project end users (e.g. affected communities, institutions or authorities) with a certificate of substantial completion. If, in exceptional circumstances, delivery is accepted prior to satisfactory substantial/practical completion, the certificate of substantial completion 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 certificate of substantial completion 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). The duration of the defects liability period will be 12 months. A different duration for the defects liability period may be agreed to by UNHCR and indicated in the Project Workplan, provided that the reasons therefore are, to UNHCR's satisfaction, justified and documented for audit purposes.

f) A final technical inspection is carried out by UNHCR and the partner following the end of the defects liability period to ensure that no additional defects have evolved and that all outstanding works have been completed. Upon satisfactory completion of the defect work outstanding on the construction works, UNHCR shall issue a certificate of final completion to the partner within twenty-eight (28) days of the expiration of the defects liability period. The construction works shall be deemed to be completed upon issuance of such certificate.

g) In the case where the partner is implementing the construction works through one or more third-party contractors (herein referred to as 'Contractor'), the partner shall ensure that in its contract with each Contractor, the partner has the right to enter into a replacement contract if the Contractor is, for any reason, unable to fulfil its obligations under the contract or if it delays or neglects to complete the construction works 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.

h) 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 cost shall exceed USD 20,000 (per building including appliances, connected works and services, etc. as applicable to the scope of works), 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, at least until the Certificate of Substantial Completion has been issued.

## Housing, land and property

<b>Name of Area of Specialization:</b>	Housing, land and property
<b>The partner shall undertake the following actions:</b>	
<p>a) 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 (including water, sanitation and energy etc.), installation of service roads, upgrade of rights of way, allocation and delimitation of agricultural plots, etc.</p>	
<p>b) 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.</p>	
<p>c) 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.</p>	
<p>d) 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.</p>	

e) 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.

**Other terms and conditions:**

The partner shall be bound by the actions listed above, and other context-specific technical and quality assurance requirements as determined by and agreed with UNHCR.

## Food assistance

<b>Name of Area of Specialization:</b>	Food assistance
<b>The partner shall comply with the following:</b>	
<p>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, Joint Targeting Principles and Joint Targeting Guidelines, where the World Food Programme (WFP) provides and/or supports the distribution of food assistance. All of these are available on the website of the <a href="#">Joint UNHCR-WFP Targeting Hub: Documents - WFP-UNHCR Joint Hub</a>.</p>	
<b>The partner shall undertake the following actions:</b>	
<p>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.</p>	

## Distribution of supplies, including basic and domestic items

<b>Name of Area of Specialization:</b>	Distribution of supplies, including basic and domestic items
<b>The partner shall undertake the following actions:</b>	
<p>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.</p> <p>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.</p> <p>c) Consult with UNHCR before distributing any other item that is not part of the agreed assistance package.</p> <p>d) Meet the reporting requirements that are stipulated in the agreement, conforming to the set frequency and presenting results against the agreed targets.</p>	



## Warehouse and inventory management

<b>Name of Area of Specialization:</b>	Warehouse and inventory management
<b>The partner shall be guided by the following:</b>	
The <a href="#">Warehouse and Inventory Management Standard Operating Procedures</a> for the implementation of warehouse and inventory management activities described in the project description.	

## Public health

<b>Name of Area of Specialization:</b>	Public health
<b>The partner shall comply with the following:</b>	
<p>a) <a href="#">UNHCR Global Public Health Strategy</a>, inclusive of the annexes.</p> <p>b) <a href="#">UNHCR’s Essential Medicines and Medical Supplies guidance</a>, if applicable.</p> <p>c) <a href="#">UNHCR Guidelines for referral health care in UNHCR country operations</a> and UNHCR country standard operating procedures for referral care, if applicable.</p> <p>d) <a href="#">UNHCR Operational Guidance for mental health and psychosocial support programming for refugee operations</a>, if applicable.</p> <p>e) UNHCR, WHO and UNFPA guidance for <a href="#">clinical management of rape and intimate partner violence survivors: developing protocols for use in humanitarian settings</a>, if applicable.</p> <p>f) The <a href="#">Minimum Initial Service Package (MISP) for SRH in Crisis Situations (unfpa.org)</a> to ensure it is available as of the onset of an emergency and that services are expanded to comprehensive care as soon as feasible, if applicable.</p> <p>g) For management of acute malnutrition, <a href="#">Guidelines for Selective Feeding: The Management of Malnutrition in Emergencies</a>, and CMAM (Community Management of Acute Malnutrition) national or international guidelines and <a href="#">WHO guideline on the prevention and management of wasting and nutritional oedema in children under 5 2023</a>, if applicable.</p> <p>h) For the use of milk products for infant and young child feeding, <a href="#">UNHCR Infant and young child feeding practices: Standard Operating Procedures for the Handling of Breastmilk Substitutes (BMS) in Refugee Situations for children 0-23 months</a> and <a href="#">the UNHCR Operational Guidance on infant feeding in emergencies-version 3.0</a>, if applicable.</p> <p>i) For the implementation of nutritional surveys, <a href="#">UNHCR Standardized Expanded Nutrition Survey (SENS) Guidelines</a>, if applicable.</p> <p>j) For the improvement of infant and young child feeding practices, <a href="#">UNHCR Infant and Young Child Feeding in Refugee Situations: A Multi-Sectoral Framework for Action</a>, if applicable.</p> <p>k) For preventing stunting and micronutrient deficiencies, <a href="#">UNHCR Operational Guidance on the use of special nutritional products to reduce micronutrient deficiencies and malnutrition in refugee populations</a>, and the <a href="#">UNHCR Operational Guidance on the use of Fortified Blended Foods in Blanket Supplementary Feeding Programmes</a>, if applicable.</p>	

**The partner shall be guided by the following:**

- a) [Ensuring Access to Health Care: Operational Guidance on Refugee Protection and Solutions in Urban Areas](#) for partners supporting access to healthcare out of camps, if applicable.
- b) [Mental Health and Psychosocial Support Minimum Service Package](#).
- c) For emergency preparedness and response, the applicable health, nutrition and MHPSS chapters of the [UNHCR Emergency Handbook](#).
- d) For refugee camp settings, [UNHCR Guidance for public health officers on epidemic preparedness and response in refugee camp settings](#).
- e) For community health interventions where relevant, [UNHCR Operational Guidance: Community Health in Refugee Settings](#).
- f) For adolescent sexual and reproductive health in refugee situations, UNHCR's [practical guide to launching interventions in public health programmes](#).

**The partner shall undertake the following actions:**

- a) Accurately report on referrals (numbers, costs and outcomes), where the partner has a medical referral budget. UNHCR's medical referral database (MRD) should be used where applicable.
- b) 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.
- c) Ensure survivors of rape and intimate partner violence have timely access to clinical care and protection services.
- d) 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
  - Adequacy of storage arrangements and conditions.
- e) Establish and maintain active assessment, monitoring and analysis of the health and nutrition situation by using, as applicable, the integrated Refugee Health Information System in refugee camps and settlements, the Balanced Score Card for health facility assessments, the Medical Referral Database and 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)

<b>Name of Area of Specialization:</b>	Water, sanitation and hygiene (WASH)
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**The partner shall comply with the following:**

[UNHCR WASH equipment specifications](#).

**The partner shall be guided by the following:**

- a) The implementation protocols described in the [UNHCR WASH Manual](#) for operational interventions in all WASH activities.
- b) [UNHCR Green Companion](#).
- c) [UNHCR WASH, Protection and Accountability briefing paper](#).

**The partner shall undertake the following actions:**

- a) When drilling boreholes, the partner shall ensure to execute the Project based on best practices and in accordance with local norms and standards. The Partner should also ensure that the relevant templates are used including, among others, the [Borehole Drilling Log and Pump-Testing Template](#), [Sample Drilling Contract and Specification for Refugee Settings Template](#) and the [Well Cleaning and Chlorination Log Sheet Template](#).
- b) When organizing water trucking, the partner shall use the relevant tools and guidance, including:
  - [Sample Water Trucking Service Contract](#)
  - [Water Tanker Logbook Template](#)
  - [Refugee Water Monitor Logbook Template](#)
  - [Water Tanker Inspection Checklist and Certificate](#)
  - [Briefing Note on Water Trucking in Refugee Settings](#)
- c) Report monitoring data in the [Technical Information Management System \(TIMS\)](#) as applicable.

**Other terms and conditions:**

Where appropriate, the partner shall use UNHCR approved technical designs.

## Gender-based violence (GBV)

<b>Name of Area of Specialization:</b>	Gender-based violence (GBV)
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**The partner shall comply with the following:**

- a) [Inter-Agency Minimum Standards for GBV in Emergencies](#) (available in nine languages at the bottom of the webpage) programming in all aspects of programming.
- b) [Inter-Agency GBV Case Management Guidelines](#), if conducting case management.
- c) [WHO Guidance on Ethical and Safety recommendations for researching, documenting and monitoring sexual violence in emergencies](#), if conducting GBV case management. The collection, storage and analysis of GBV data must be in compliance with this guidance.
- d) [UNHCR's Policy on the Prevention of, Risk Mitigation, and Response to Gender-based Violence](#)
- e) The [GBV AoR Media Guidelines](#) in working with the media or in producing external relations and reporting documents.

**The partner shall be guided by the following:**

The [GBV Information Management System](#), and [GBVIMS Information Sharing Protocol](#), principles when putting in place a data sharing protocol for GBV case management data.

**The partner shall undertake the following actions:**

- a) Apply a survivor centered approach and the GBV Guiding Principles in all aspects of programming.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) Ensure identifiable personal data of survivors is only shared in the context of referrals for service provision and with the informed consent of the survivor. Any data shall not compromise the survivor's confidentiality or create safety risks for their communities.

**Other terms and conditions:**

Partner organizations providing GBV case management services are not required to use UNHCR's institutional tool, proGres for GBV case management. An adequate, appropriate alternative must be in place, in adherence to the aforementioned requirements and guidance.

## Child protection

<b>Name of Area of Specialization:</b>	Child protection
<b>The partner shall comply with the following:</b>	
a) <a href="#">UNHCR Policy on Child Protection.</a>	
b) <a href="#">UNHCR Operational Guidance on Child Protection Core Programme Actions.</a>	
<b>The partner shall be guided by the following:</b>	
a) <a href="#">UNHCR Best Interests Procedure Guidelines: Assessing and Determining the Best Interests of the Child</a> , when undertaking individual casework with asylum seekers and refugee children.	
b) <a href="#">UNHCR Guidelines on Supervised Independent Living for Unaccompanied Children</a> , when seeking alternative care arrangements for older children.	
c) <a href="#">Guidance on Promoting Child Protection Outcomes through CBI</a> , when undertaking cash for child protection.	

- d) [UNHCR guidance and tools](#) for using proGres and Primero by UNHCR partners for case management data collection and sharing.
- e) The principles and standards set out in the [Inter-agency Minimum Standards for Child Protection in Humanitarian Action](#).
- f) [Technical Guidance: Child Friendly Procedures](#), to ensure refugee and asylum seeker procedures are child friendly.
- g) [Operational Guidelines on Mental Health and Psychosocial Support and Child Protection](#), when undertaking MHPSS within child protection.
- f) [Inter-agency Child Protection Case Management Data Protection and Information Sharing Protocol](#).

**The partner shall undertake the following actions:**

- a) Formulate child protection activities in line with child protection principles, inter-agency standards and approaches as well as the UNHCR Policy on Child Protection.
- b) Ensure the participation of children and parents/caregivers in programme design and throughout the programming cycle.
- c) Establish and maintain a monitoring mechanism for child protection activities, project performance and impact.
- d) Support establishment of strong accountability mechanisms adapted to children, including strong child friendly feedback and complaint mechanism as well as child-friendly communication, particularly on available rights and services.
- e) Establish and implement child safeguarding policy and procedures.
- f) Ensure staff working with children are adequately trained on child protection technical areas, as well as child protection principles, including the best interest of the child, and child-friendly communication.

## Education

<b>Name of Area of Specialization:</b>	Education
<b>The partner shall comply with the following:</b>	
The principles for ensuring access to education in urban areas - <a href="#">Operational Guidance for Refugee Protection and Solution in Urban Areas</a> for urban and out-of-camp situations.	
<b>The partner shall be guided by the following:</b>	
a) The policies, principles and objectives set out in UNHCR's <a href="#">Education 2030: A Strategy for Refugee Education</a> and the 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) The principles and standards set out in the INEE (Inter-agency Network for Education in Emergencies) <a href="#">Minimum Standards for Education: Preparedness, Response, Recovery</a> .	

c) The [UNHCR-UIS considerations](#) around data collection and management in order to identify and address gaps in access and quality education provision, such as tracking school attendance, learning achievement and implementing targeted strategies to respond to emerging issues.

**The partner shall undertake the following actions:**

a) Increase 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.

b) In settings of inclusion, make efforts 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

<b>Name of Area of Specialization:</b>	Energy
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**The partner shall be guided by the following:**

a) [UNHCR Global Strategy for Sustainable Energy 2019-2025](#), 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) For clean cooking activities, the [Protection-sensitive Access to Clean Cooking Compendium](#).

c) For lighting projects, the [Protection-sensitive Access to Lighting Compendium](#).

d) The best practices outlined in the [case studies for clean energy](#), as applicable.

e) For photovoltaic projects with operations and maintenance requirements, [Operation and Maintenance Plan and Glossary for PV Systems](#), as applicable.

**The partner shall undertake the following actions:**

Report monitoring data in the [Technical Information Management System \(TIMS\)](#) as applicable.

## Environmental conservation

<b>Name of Area of Specialization:</b>	Environmental conservation
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**The partner shall be guided by the following:**

The [Nexus Environmental Assessment Tool](#) (NEAT+), for conducting rapid project-level environmental screenings.

**The partner shall undertake the following actions:**

a) Align with local environmental policy, key principles and guidelines.

b) 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.

c) 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.

d) Report monitoring data in the [Technical Information Management System \(TIMS\)](#) as applicable.

## Fuel management

<b>Name of Area of Specialization:</b>	Fuel management
<b>The partner shall be guided by the following:</b>	
<a href="#">UNHCR Health and Safety Requirements for Fuel Handling.</a>	
<b>The partner shall undertake the following actions:</b>	
<p>a) 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.</p> <p>b) In cases when UNHCR funds fuel for UNHCR-owned vehicles under right of use, record the details of fuelling such vehicles and submit weekly or monthly reports to UNHCR on the amount of fuel procured in the reporting period by using the <a href="#">Fuel Submission Template for Partners</a>.</p> <p>c) Record any quantity of received and dispensed fuel in the log sheet where UNHCR has exceptionally established fuel storage tanks. This is applicable in certain remote locations where the regular supply of fuel cannot be guaranteed throughout the year. 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.</p> <p>d) Implement measures and practices for preventing or reducing injury and loss of life or property by fire.</p> <p>e) 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.</p> <p>f) Conduct 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.</p>	

## Maintenance/repair of UNHCR vehicles

<b>Name of Area of Specialization:</b>	Maintenance/repair of UNHCR vehicles
<b>The partner shall comply with the following:</b>	
Local regulations for the proper containment and subsequent disposal of waste automotive fluids, other chemicals, oil/fuel filters, etc.	

**The partner shall undertake the following actions:**

- a) 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.
- b) Ensure that the partner workshop shall be equipped with the professional tools and equipment, required and aligned with the number of vehicles to be serviced/ repaired. The 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. The Partner will allow UNHCR to perform workshop inspections to ensure compliance with the applicable standards.
- c) For major maintenance/repair activities (except Armoured Vehicles), Partners operating a workshop on behalf of UNHCR shall focus on:
- Scheduled Maintenance - Service A (standardized inspection, after 5,000 km)
  - Service B (extended Service A, after 10,000 km); and
  - minor repairs as authorised by UNHCR.
- d) Develop 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, where UNHCR has decided to engage a mobile vehicle workshop. 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.
- e) 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.

**Other terms and conditions:**

- a) Major vehicle repairs, such as the 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 are older than 5 years and of trucks which are older than 10 years require an approval of the respective UNHCR office.
- b) All maintenance and repair activities must be in line with the manufacturer's instructions and, if access is available, always update fuel and maintenance records for allocated vehicles directly in FleetWave. If no access is available, partner should report through their focal points in Programme section.
- c) Only preventative maintenance and repairs of non-armoured components can be performed by partners. Any repairs involving the armoured components (such as welding, ballistic glass replacement, etc.) are exclusively authorised to be carried out by workshops certified by the manufacturers, or upon approval of AFMS Maintenance and Repair unit. All AVs shall be inspected by an authorised AV technician with a minimum interval of 2 years in between inspections.



## 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, or on the date of signature by the Parties of the handover and inspection note described in Article 2.2, if earlier, 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 Article 1.6 below, the Partner shall return the UNHCR Assets in the same condition 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 shall immediately inform UNHCR in writing 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 person or entity (including any subcontractor) or any other third party, without prior written consent of UNHCR.
- 1.6 UNHCR retains the right to recall some or all of the UNHCR Assets at any time during the Right of Use Period, upon providing reasonable written 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 completion of the joint physical inspection, 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.
- 2.3. 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, and
- e) signatures by the duly authorized representatives of UNHCR and the Partner.

*Upon return of the UNHCR Assets to UNHCR:*

2.4. Upon return of the UNHCR Assets to UNHCR, the Parties shall conduct a joint physical inspection of the UNHCR Assets to verify their condition. 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. Failure of the Parties to agree shall not preclude application of these conditions.

### **Obligations of the Partner**

*Full and timely cooperation:*

3.1 The Partner shall, fully and timely cooperate in order to facilitate UNHCR's unhindered access to the UNHCR Assets for the purposes of inspection, monitoring, audit, evaluation, technical support and investigation in relation to the UNHCR Assets. UNHCR may designate an individual or entity to perform such activities on its behalf.

*Management and use of UNHCR Assets:*

3.2 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 in a professional manner and with all due care; and
- b) 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.

*Particular obligations with respect to UNHCR Assets which are motorized land vehicles:*

3.3 Without limitation to the obligations of the Partner set out in Articles 3.1 and 3.2 or elsewhere in the Agreement, in respect of the UNHCR Assets listed in the Project Workplan which are motorized land vehicles, the Partner agrees, during the Right of Use Period:

- a) that the obligations described in Article 3.1 above include permitting UNHCR to conduct traffic crash root cause analysis. The Partner commits to providing all information required to facilitate such analysis;
- b) in respect of the motorized land vehicles listed in the Project Workplan, to promote the safe operation of UNHCR motorized land vehicles and ensure road safety;
- c) to adhere to all [UNHCR's Guidance on Road Safety Management for Partner Organizations](#); and the *Standard requirements for operating UNHCR's land motor vehicles established by UNHCR's Global Fleet Management (GFM)*;
- 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 Assets were 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 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 Article 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 Article do not lapse upon termination of these conditions or of the Agreement.

### **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 Article do not lapse upon termination of these conditions or of the Agreement.

### **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 Article do not lapse upon termination of these conditions or of the Agreement.

### **Insurance**

- 8.1 In respect of the motorized land vehicles listed in the Project Workplan, unless otherwise agreed by the parties in the Project Workplan, the Partner shall prior to the commencement of the Right of Use Period, 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 in writing between the Parties, 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 reasonably 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 Article 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 Article 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 shall not be liable for any costs, direct or indirect, or any levies, duties or taxes payable upon or otherwise associated with 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 Partnership 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).